



Stewards' Action Bulletin

Canadian Union of Postal Workers

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We Must Eliminate Violence in the Workplace

During the recent round of bargaining with Canada Post Corporation (CPC), the Canadian Union of Postal Workers (CUPW) sought to further protect our members from workplace violence.

Violence is considered to be verbal abuse, physical assault and the threat of violence. There are many sources of violence in our workplaces, including customers, contractors, supervisors or fellow workers. Violence includes harassment, which is the persistent communication of negative insulting attitudes, beliefs or actions towards an individual or group.

Canada Post initially rejected our demands, but in the end, CUPW succeeded in strengthening human rights and workplace violence protection. The new collective agreement for Urban Postal Operations between CUPW and CPC contains many significant improvements that will help create a workplace that is free from violence for all CUPW members.

New Protections and Processes

The new clause on workplace violence is contained in Article 33 (Clause 33.31). Under the collective agreement, incidents of workplace violence should be investigated under this article, while harassment related to discrimination should be investigated under Article 56.

Article 56 of the new collective agreement contains stronger protection from harassment that's based on discrimination. Under the new contract, protections are extended so that in addition to grounds based on sex, race or sexual orientation, it will now be a violation to harass members because they have a disability or because of their religion, national or ethnic origin, colour, age, marital status, family status and pardoned

conviction. These are the same prohibited grounds found in the Canadian Human Rights Act.

Clause 56.05 provides a more timely investigation process as well as union input into Canada Post's investigation procedures. Clause 56.07 provides for temporary reassignment of a complainant if required, subject to union-management consultation and agreement.

A National Joint Human Rights Committee will be created with a broad mandate to deal with harassment and human rights issues, including employment equity. This committee will have a minimum of three CUPW and three CPC representatives. Each party will have to appoint at least one woman to the committee.

Finally, a one half-day CPC-paid joint training program on harassment and human rights issues will be provided to all new employees. The national joint committee will also establish other training priorities for current employees in selected locations.

CUPW Presses Forward

In an effort to move forward with these new protections, the CUPW has already developed an investigation kit and investigative complaint

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New Clauses Strive to Eliminate Violence in the Workplace

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form. The National Human Rights Committee and the National Health and Safety Committee will review the kit and provide input in the development of the final version.

The CUPW believes that education is of great importance. In a recent survey of CUPW Health and Safety Representatives, only 20% of the respondents said that they had received training in workplace violence. Upon completion, the kit and form will be included in all Human Rights training, health and safety training as well as shop steward training.

The Complaint Report on Violence and/or Harassment, similar to the hazard reporting form, could be used to report incidents of violence and harassment. The use of this form would address the requirement under Clause 56.05(a) requiring a complaint to be signed before an investigation can begin. The form could be completed with the assistance of a union representative, helping to reduce any problems that may be encountered due to the level of literacy.

Internal Investigative Kit

In addition to the complaint report, the CUPW internal investigative kit, once approved, will be used by union representatives who perform violence and harassment investigations. This user-friendly form allows a union local to document the incident in detail and provides records for future reference.

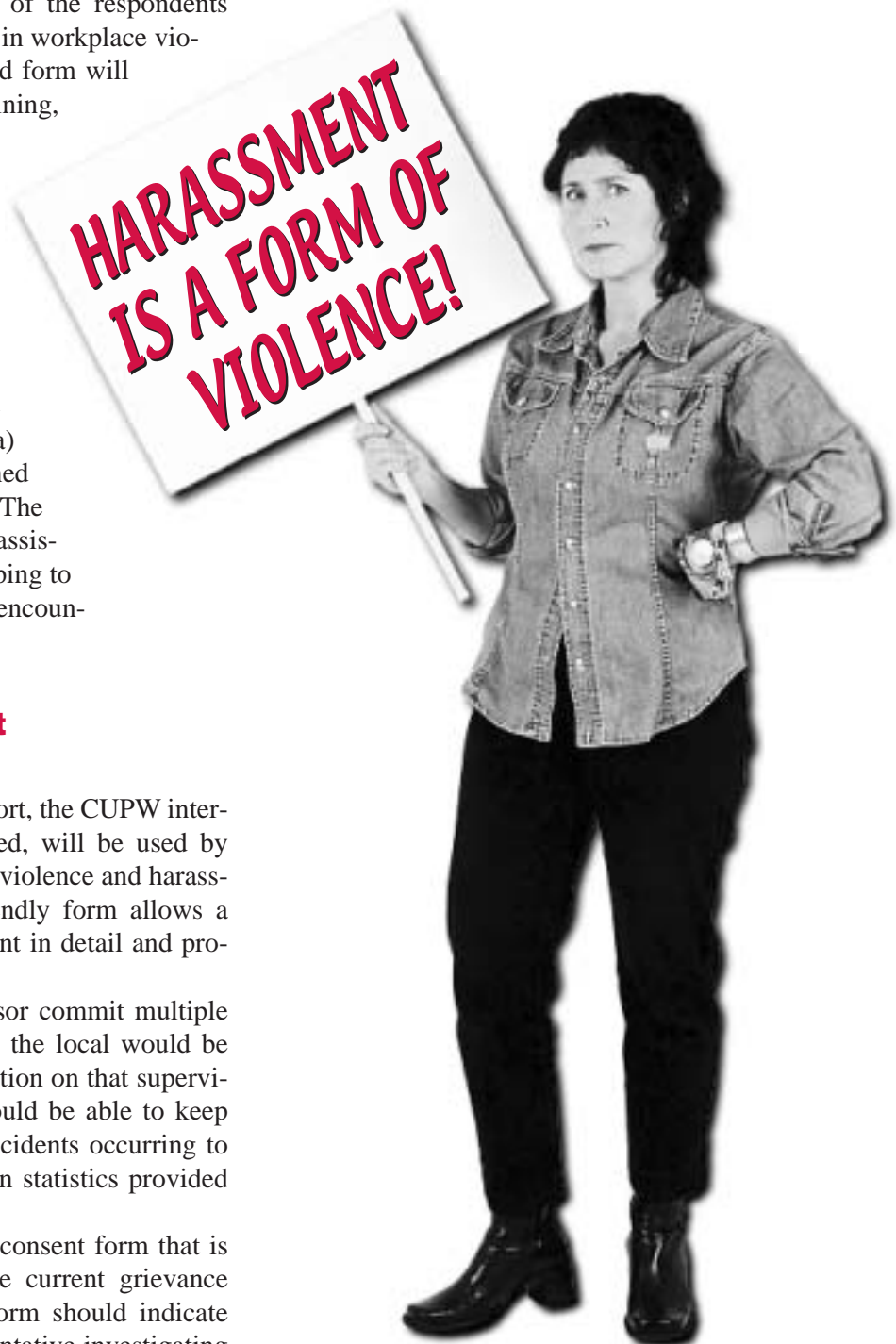
For example, should a supervisor commit multiple offences against different workers, the local would be able to access the recorded information on that supervisor for all of the cases. Locals would be able to keep their own information regarding incidents occurring to their members instead of relying on statistics provided by the employer.

The complainant would sign a consent form that is similar to the existing one on the current grievance investigation form. The consent form should indicate who will be the local union representative investigating

the complaint and also allow the union representative to have access to the complainant's personal file.

It is very important for local executives to establish procedures as to who would handle and investigate complaints for the Union when complaints are filed as determined by local bylaws.

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Finally, Seniority Rules

In line with the demand of the membership to eliminate barriers to the use of seniority there have been significant changes made to Article 13, although the implementation of the changes will be delayed until after January 31, 2004. We need this time to ensure that members obtain a full understanding of the many changes that have been made, and also for Canada Post to have time to make necessary administration changes. Until that time, the staffing processes found in Article 13 of the 2000 collective agreement between CUPW and CPC will continue to apply.

Temporary Measures

The one exception to this delay concerns the submission of applications to fill future vacant positions.

On January 1, 2004, Canada Post will begin accepting applications for vacant positions that occur after January 31, 2004. These applications will be made using the new form that the parties are presently developing. This will be the only form used for this process. Canada Post will not consider applications made with any other forms.

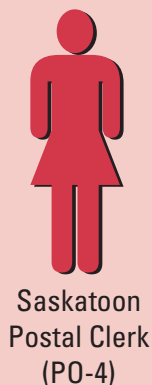
Any vacant positions occurring up to January 31, 2004 will be filled by applying the provisions of Article 13 of the 2000 collective agreement and by using the applications submitted under those provisions. After January 31, 2004, applications submitted under the old collective agreement will be destroyed by Canada Post. Therefore, any member who wants to obtain a position in a different classification or a different post office after January 31, 2004 will have to submit a new application form.

New Process Under Article 13

After January 31, 2004, the majority of vacant positions will be filled by the most senior applicant. What this means is that in most cases it will no longer matter what classification or post office a member belongs to when he or she wishes to obtain a vacant position. The applicant with the most seniority will obtain a vacant position. The exceptions to this general principle, those positions that are filled on the basis of qualifications and seniority, are found in clause 13.07.

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Example One



Application Required

Mail Despatcher
(PO-5)

Postal Clerk
(PO-4)



No Application Required

- Postal Clerk (PO-4)
- different section
 - different shift

If a postal clerk (PO-4) in the Saskatoon Post Office wanted to obtain a dispatcher (PO-5) position in the Saskatoon Post Office or a postal clerk (PO-4) position in Regina, she would have to submit an application. If she wanted to remain a postal clerk in the Saskatoon Office, but in a different section or on a different shift, no application would be required. Movement to a different shift or different section would be obtained through an assignment bid.

Finally, Seniority Rules

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Under the new provisions, a member will be required to complete an application form only when seeking a vacant position in a different classification, a different post office or both.

For an example of this, please see the diagram labelled Example One.

Voided Applications

In general, applications to obtain a position in a new classification or a new post office will no longer become automatically void after twelve (12) months. Applications will become void only when an offer to move to a new classification or post office is accepted or rejected. Members may also withdraw their applications at any time prior to the filling of the vacant position. The exception to this rule relates to order of preference of position. If a member has listed an order of preference for obtaining a vacant position in a number of different classifications or different post offices, the only preferences that would be deleted would be those ranked lower than the classification or post office obtained.

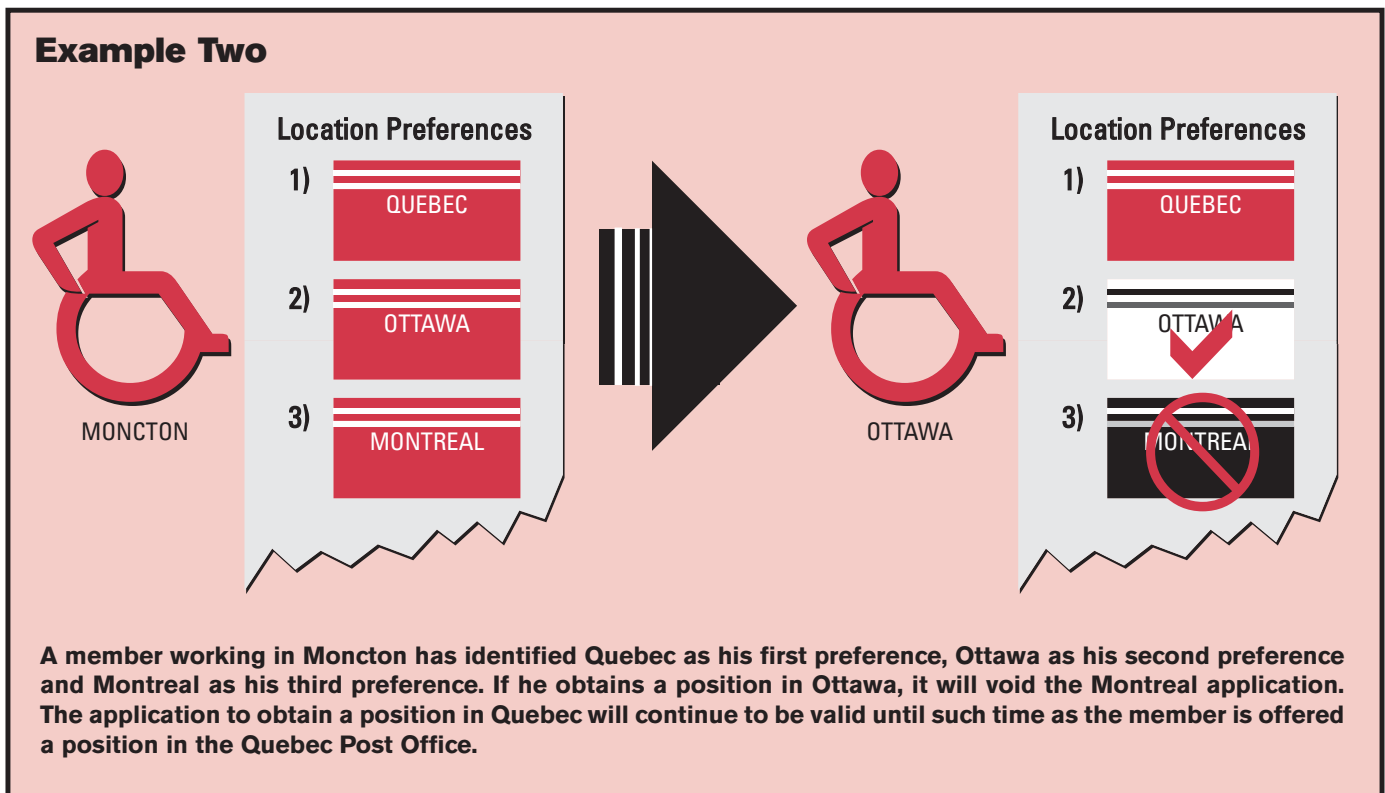
For an example of this, please see the diagram labelled Example Two.

Efficiency in Staffing Positions

One of the goals of the new process was to make the staffing procedure more efficient. To that end, CUPW and Canada Post have agreed that members will not have a choice to accept or decline a vacant position offered to them under the following conditions:

- 1) when offered a different classification within a post office, or;
- 2) when offered a different classification within a MAPP, or;
- 3) when offered a position in a different post office within a MAPP.

In these cases, the principle of “automatic nomination” will apply and members will be appointed automatically to these vacant positions. Members must ensure that their application(s) remain up-to-date and reflects their current desires. This principle will not apply when members are being offered vacant positions outside of their post office and/or MAPP. With these positions, members will have one working day, as defined in clause 36.11, to accept or decline the offer.



Finally, Seniority Rules

Vacant Positions versus Vacant Assignments

One of the other significant changes made to Article 13 is the differentiation between the staffing of a vacant position and the staffing of a vacant assignment.

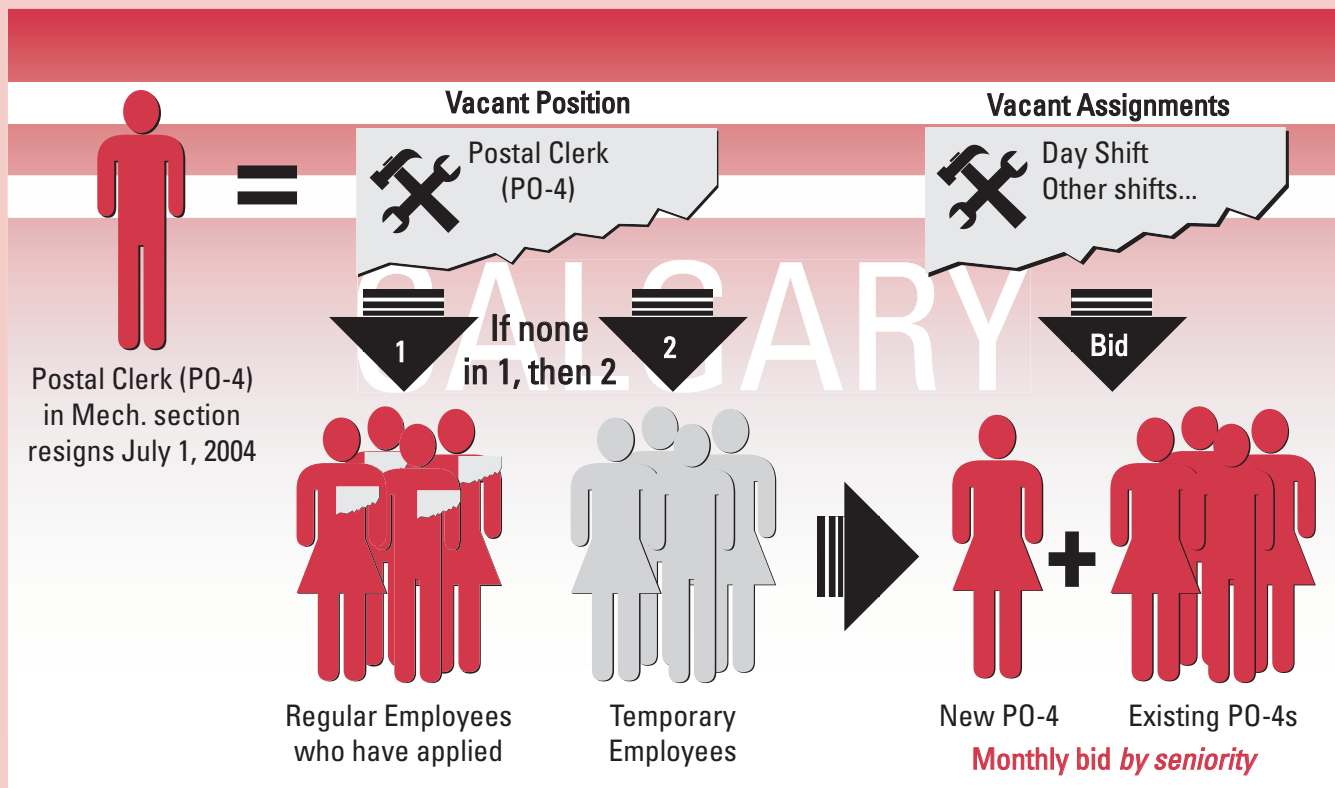
A position is identified by the classification and post office to which it belongs. An assignment is identified by

the section and work schedule for Groups 1, 3 and 4 and by the different type of work performed for Group 2.

The filling of a vacant position must occur prior to the filling of a vacant assignment. Contrary to the provisions that applied to Group 2 under the 2000 collective agreement, the member who successfully obtains the vacant position does not have to be physically on site to participate in the filling of the vacant assignment.

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Example Three



A postal clerk on the day shift in the mechanized section of the Calgary Post Office resigns on July 1, 2004. This resignation creates both a vacant position in the Calgary Post Office and a vacant assignment on the day shift in the mechanized section.

Canada Post will first offer the vacant PO-4 position to those regular employees who have applied to become a postal clerk in Calgary. If none of the regular employee applicants is *automatically nominated* for the position or none of them accepts the position, it will be offered to temporary workers in the Calgary Post Office who have submitted a written application to become a postal clerk. Both of the offers to regular employees and temporary employees will be based on seniority.

Once Canada Post fills the vacant position, it will then begin to fill the vacant assignment on the day shift in the mechanized section. It will normally do this by means of a monthly bid in which all postal clerks in the Calgary Post Office may submit a bid for the assignment. The member who successfully obtained the vacant position would be included in the complement of postal clerks for the assignment bid. The senior applicant among the postal clerks in the post office would obtain the assignment on the day shift. Any vacant assignments occurring in the Calgary Post Office resulting from this first staffing action will be filled using the same procedure.

Finally, Seniority Rules


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The bidding for vacant assignments will normally occur on a monthly basis, although the parties at the local level may agree otherwise.

There has also been a change to the language of Article 44 to allow temporary employees to apply for positions that remain vacant after regular employees working at Canada Post have applied and have been offered the position.

For an example of how this process would work, please see the diagram labelled Example Three.

Majority of Barriers Eliminated

As was indicated at the beginning of this article, the aim of the union was to eliminate barriers to our members' use of seniority. It is true that some barriers do still exist, such as the qualifications required to obtain some positions in Groups 2, 3 and 4. However, the union has been largely successful in ensuring that "seniority rules" when vacant positions and assignments are being filled. 

New Clauses Strive to Eliminate Violence in the Workplace

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The confidentiality of our members' information is essential. The CUPW and CPC must reach a memorandum of agreement as to the protocol that will be followed regarding meeting minutes and confidentiality of information. Copies of all minutes will be forwarded to the CUPW National Human Rights Committee in a timely manner. All minutes will be reviewed by the committee. Every six months, the National Joint Human Rights Committee will provide a report to the National Joint Health and Safety Committee regarding all incidents that have occurred in all locals.

The National Joint Health and Safety Committee and the National Joint Human Rights Committee will work together on these issues.


Education and Responsibility

The CUPW will provide all members with educational material outlining the processes used for com-

plaints and investigations. Members should be encouraged to file Worker's Compensation claims in relation to the psychological stress and injuries that have occurred as a direct result of workplace harassment or violence.

Shop stewards should also encourage members to use Clause 33.13, Right of Refusal, in regards to incidents that have occurred at work. Stewards should remind members that Clause 33.13 is an individual right. Only a member can assess how she or he is feeling or determine the impact the incident has had upon her or his well-being.

It is crucial that all members, not only shop stewards and social stewards, but also human rights activists, health and safety activists, as well as local, regional and national representatives, work to eliminate violence and harassment on all fronts.

It is important to recognize that this will be an ongoing process, and not an goal that can be achieved and then forgotten. We all have a responsibility to each other and the CUPW is carefully moving forward. 

Due to the resource requirements and high volume of materials surrounding negotiations with Canada Post, no Stewards' Action Bulletin was printed in September-October 2003.

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