

CONTENT OF THE GLOBAL OFFER MADE BY THE CANADIAN UNION OF POSTAL WORKERS

URBAN UNIT

JULY 1, 2016

To help the parties reach an agreement before July 2, the Canadian Union of Postal Workers (CUPW) is submitting a global offer to the Canada Post Corporation for the renewal of the collective agreement that was signed on December 21, 2012, and expired on January 31, 2016, for the Urban Operations bargaining unit.

This global offer must be read and understood while taking into account the following specific conditions:

1. The provisions of this global offer make up a whole from which no single item can be separated.
2. If the global offer is not accepted in its entirety by the Corporation, CUPW reserves the right to withdraw this offer, as well as all propositions it contains, and return to its original demands.
3. Subject to paragraphs 4 and 5, the collective agreement that was signed on December 21, 2012, and expired on January 31, 2016 for the Urban Operations bargaining unit forms the basis of this global offer. It is renewed and is deemed to be an integral part of the present proposal even if its provisions, for the sake of simplicity, are not reproduced in this document.
4. Pursuant to the previous paragraph, this document only contains the provisions of the collective agreement that are being modified. For the sake of convenience, some of the proposed changes are summarized below. When contract language is included, reference to the appropriate tab is provided.



5. Any request to amend the existing language of the collective agreement shall not be construed as an admission that a grievance currently filed or to be filed in the future may not be justified.

1) JOB SECURITY
<ul style="list-style-type: none">Clause 53.01 will have to be amended to replace December 21, 2012 by the date of the signing of the Collective Agreement. <p>The rest of Article 53 remains status quo.</p>
<ul style="list-style-type: none">Paragraph 6.05(c) will be amended to clarify the range by adding that the 40 km radius described therein must be centered on the largest postal facility within the post office. <p>This amendment shall resolve national grievance N00-12-00020.</p> <ul style="list-style-type: none">13.08 – Vacant positions shall be filled as they occur.The Union proposes that the employer be required to offer any vacant position to employees of the RSMC bargaining unit before starting the external hiring process.
2) CONTRACTING OUT/ NEW SERVICES
<ul style="list-style-type: none">Appendix “T”: <p>This appendix stays in effect during the life of the collective agreement and no expiry date shall be mentioned.</p> <p>Eliminate paragraph above “Bar Code Sorter” in paragraph 1(a).</p> <ul style="list-style-type: none">The Union proposes a study on the introduction of Postal banking to be performed through Appendix “T”.
3) DURATION OF COLLECTIVE AGREEMENT
<ul style="list-style-type: none">The Union proposes a forty-seven (47) month agreement ending on December 31st, 2019.All references to an expiry date other than the one specified in article 43 are deleted from the provisions and appendices of the collective agreement.

4) WAGES AND COST OF LIVING ALLOWANCE (COLA)

- The Union proposes the following wage increases:
 - As of February 1st, 2016:
3% of the maximum hourly rate of the PO-LC
1 classification.
\$0.78
 - As of January 1st, 2017:
2% of the maximum hourly rate of the PO-LC
1 classification.
\$0.53
 - As of January 1st, 2018:
2% of the maximum hourly rate of the PO-LC
1 classification.
\$0.55
 - As of January 1st, 2019;
2% of the maximum hourly rate of the PO-LC
1 classification.
\$0.56
- The increase of February 1st, 2016 includes the increase that was lost due to the back-to-work legislation (Bill C-6).
- The Cost of Living Allowance becomes effective January 1st, 2017.

The allowance to be paid on the basis of one cent for each full zero point zero five zero four (0.0504) of a point increase in the CPI (2002=100) above the adjusted index which is six percent (6%) greater than the CPI published for December 2016.

- Wage adjustments of \$1.00/hour as of February 1st, 2016 and of \$1.00/hour as of January 1st, 2018 will also be granted to group 3 and 4 employees. It should be noted that the employer recognizes the need for these wage adjustments.

<ul style="list-style-type: none"> ▪ The Union proposes the creation of a new classification for Heavy Duty Truck Mechanics (VHE-10). The maximum pay rate for this new classification is \$34.00/hour. The parties will agree on a job description within six (6) months of the signing of the collective agreement.
<ul style="list-style-type: none"> ▪ The Union proposes that the salary of Group 1 and 2 employees hired since February 1st, 2013 be amended to reduce to five (5) the number of increments. In addition, the wage gap between the maximum and minimum rates will be reduced to 15%.
<ul style="list-style-type: none"> ▪ The Union proposes that the supplement provided for under clause 44.24 of the collective agreement be increased to 6% for temporary employees.
<ul style="list-style-type: none"> ▪ Regarding pay in arrears, the Union accepts the employer's proposal made in the June 25, 2016 global offer.
5) BENEFITS
<ul style="list-style-type: none"> ▪ Extended Health Care Plan (EHCP): <ul style="list-style-type: none"> (a) The Union accepts the employer's proposal made in the June 25, 2016 global offer with the following amendments : <ul style="list-style-type: none"> i) Physiotherapy: unlimited ii) Dental plan: the dental fee guide of a given year will apply on January 1st of the following year. (b) For retired employees, the Union proposes to include the life insurance, the accidental death insurance and the dental plan in the collective agreement. Moreover, retirees' contribution to health benefits will remain at 35% of their cost.
<ul style="list-style-type: none"> ▪ Parental Rights <p>The Union proposes to adjust the duration of the maternity leave to take into account the provisions of the Quebec Parental Insurance Program and of the Employment Insurance Plan.</p>

<p>The Union proposes that employees on parental leave be entitled to an income replacement corresponding to 93% of their regular earnings.</p>
<ul style="list-style-type: none"> ▪ Other Leave <p>The Union proposes to increase the length of the compassionate leave provided for under clause 27.12 to twenty-eight (28) weeks, in accordance with the Employment Insurance Plan.</p>
<p>6) GROUP 1 STAFFING</p>
<ul style="list-style-type: none"> ▪ The Union accepts the Corporation's proposal contained in their June 25, 2016 global offer with the following amendments: <ul style="list-style-type: none"> ○ The Union proposes that the national ratio be amended to 76%. ○ Moreover, the adjustment factor will be increased to 12.97%.
<ul style="list-style-type: none"> ▪ The formula for the conversion of temporary employees' hours for the creation of part-time positions will have two components: <ul style="list-style-type: none"> ○ When a temporary employee reaches 20 hours/week for 46 weeks during a twelve (12)-month period; or ○ When a temporary employee reaches one thousand (1,000) hours during a twelve (12)-month period excluding November and December; <p>If one of these situations occurs, a part-time position is created and filled within a month.</p>
<ul style="list-style-type: none"> ▪ The formula used to convert part-time hours into full-time positions will have two components: <ul style="list-style-type: none"> ○ In major plants, when a part-time employee reaches one thousand and seven hundred (1,700) hours during a twelve (12)-month period; or reaches thirty-five (35) hours per week during 46 weeks over a period of twelve (12) months;

<p>If one of these situations occurs, a full-time position is created and filled within a month.</p> <ul style="list-style-type: none"> ○ In all other locations, when a part-time employee reaches one thousand and eight hundred (1,800) hours during a twelve (12)-month period; or reaches of thirty-five (35) hours per week during 46 weeks over a period of twelve (12) months; <p>If one of these situations occurs, a full-time position is created and filled within a month.</p>
<ul style="list-style-type: none"> ▪ Notwithstanding paragraph 1.1 c), the Corporation agrees not to exercise its discretion contemplated in clauses 39.04 and 39.05 in order to minimize the application of paragraphs 3.3 (a) or (b) and consequently prevent the creation of a regular position.
<ul style="list-style-type: none"> ▪ The Union proposes that the positions listed in the document be created and filled in these locations within thirty (30) days of the signing of the collective agreement.
<ul style="list-style-type: none"> ▪ The Union proposes information that must be provided to the Union.
<p>7. LIST OF ARBITRATORS</p>
<ul style="list-style-type: none"> ▪ Under clauses 9.37 to 9.42, the Union proposes that the lists of arbitrators be merged with the arbitrator panels found in clauses 9.13 and 9.14 of the RSMC collective agreement, with the exception of arbitrator Pamela Chapman. ▪ Arbitrators Guy Dulude, Claude Lauzon, Jane Devlin and Harvey Frumkin are removed from the list.
<p>8. SHORT TERM DISABILITY PLAN</p>
<ul style="list-style-type: none"> ▪ Personal Days are allocated each year on July 1st, as proposed in the employer's global offer of June 25, 2016.
<ul style="list-style-type: none"> ▪ The number of Personal Days allocated each year is increased from seven (7) to ten (10).

<ul style="list-style-type: none"> ▪ There will be no limitation to the number of Personal Days that can be carried over.
<ul style="list-style-type: none"> ▪ Recovery of any amount overpaid to an employee is limited to ten percent (10%) of the employee's wages, pursuant to clause 35.06.
<ul style="list-style-type: none"> ▪ An employee has thirty (30) days to submit her or his statement and the medical information requested. Payment of benefits can be suspended if the employee fails to provide her or his statement and the medical information requested within thirty (30) days. However, when the employee submits her or his statement and the medical information requested after the expiration of this deadline, she or he is entitled to a retroactive payment of benefits to the beginning of her or his disability leave.
<ul style="list-style-type: none"> ▪ Is included in the collective agreement a definition of "accident" as resulting from an unexpected and sudden event suffered by an individual as a result of any event other than one arising out of or in the course of his or her employment and that causes injuries for which the individual sought medical attention within seven (7) calendar days of the event.
<ul style="list-style-type: none"> ▪ Is included in the collective agreement a definition of "hospitalization" as the confinement or admission to hospital as in-patient or out-patient for the purpose of procedures or treatment, or the confinement to a private health clinic for in-patient or out-patient procedures or treatment medically necessary, or confinement to hospital or a private health establishment as in-patient or out-patient for the purpose of an abortion.
<ul style="list-style-type: none"> ▪ If the parties at the regional level cannot agree on the appointment of an independent physician within the prescribed deadline of twenty-one (21) days, the parties must reach an agreement on the appointment at the national level.
<ul style="list-style-type: none"> ▪ The independent physician must render his or her decision within forty-five (45) days following the receipt of the medical file and the submissions of the Union.

<ul style="list-style-type: none"> ▪ The Short-Term Disability Program cannot be amended during the life of the collective agreement.
9. LEAVE FOR OTHER REASONS
<ul style="list-style-type: none"> ▪ Delete second paragraph of clause 21.03.
10. INJURY ON DUTY LEAVE
<ul style="list-style-type: none"> ▪ Leave provided for under Article 24 is paid at full wage.
11. TECHNOLOGICAL CHANGE
<ul style="list-style-type: none"> ▪ The definition of technological change is amended so that changes to postal operations and work methods need not be related to the introduction of equipment different in nature, type or quantity from that previously utilized by the Corporation.
<ul style="list-style-type: none"> ▪ The lump sum compensations of two hundred dollars (\$200) and four hundred dollars (\$400) provided for under paragraph 29.11(f) are respectively increased to four hundred dollars (\$400) and eight hundred dollars (\$800) and are indexed.
12. TEMPORARY EMPLOYEES
<ul style="list-style-type: none"> ▪ The Union proposes to add language to clause 44.12 stating that when several temporary employees are called in to work and there is not enough work to justify keeping them at work, the employees' assignments are terminated by reverse order of seniority, as agreed to by the employer in its June 25, 2016 global offer.
<ul style="list-style-type: none"> ▪ The Union proposes to amend clause 44.17 so that article 54 also applies to temporary employees.
<ul style="list-style-type: none"> ▪ The Union proposes to amend clause 44.17 so that article 10 (with the exception of clause 10.10) also applies to temporary employees who haven't finished their probation.
13. APPENDIX "HH"
<ul style="list-style-type: none"> ▪ The Union accepts the Corporation's offer regarding Appendix "HH" as presented in its June 25, 2016 global offer.

14. COVERAGE OF LETTER CARRIER ROUTES
<ul style="list-style-type: none"> ▪ The Union proposes to amend the process used to cover routes under clause 17.04 when the route is uncovered.
15. LEAVE FOR UNION BUSINESS
<ul style="list-style-type: none"> ▪ The Union proposes to specify, in Article 26, the circumstances under which an employee on leave for union business remains on the payroll.
16. HEALTH AND SAFETY
<ul style="list-style-type: none"> ▪ The Union proposes to amend the process and the definition of danger found in clause 33.13. ▪ The Union proposes the establishment of a social steward network. ▪ The Union proposes that ergonomic studies be conducted by independent experts, paid for by the employer, when any new work method or equipment is introduced.
<ul style="list-style-type: none"> ▪ The Union proposes that employees be allowed to sort the sequenced mail into their sortation case. No time value will be allocated for this task. Thereby, this aspect of the national grievance N00-07-00032 in front of arbitrator Burkett will be deemed settled. The Union will not take this task into account during any validation process. Finally, all disciplinary measures imposed to employees in that regard shall be rescinded.
17. RESTRUCTURES
<ul style="list-style-type: none"> ▪ The Union proposes to amend clause 47.03 so that observers appointed by the Union be paid by the Corporation when travel times, RPO service times and load/unload times are determined.
<ul style="list-style-type: none"> ▪ The Union proposes to amend clause 47.23 to provide for separate mail volume indexes for machine sequenced mail and manual mail.
<ul style="list-style-type: none"> ▪ The Union proposes to clarify what information needs to be provided to the Union during a restructuring exercise under clauses 47.04 and 47.07. It also proposes to clarify, under clause 6.06, how the information is provided to the Union.

<ul style="list-style-type: none"> ▪ The Union proposes that CPC provide Form 111 (Summary of MSC Workload) to the Union on a monthly basis.
<ul style="list-style-type: none"> ▪ The Union proposes the creation of a new appendix regarding the right to access information. This aspect of grievance N00-07-00032 will be deemed settled.
18. LOCK CHANGES
<ul style="list-style-type: none"> ▪ The Union proposes that employees be allowed to change locks while delivering their route and that a time value be allocated for this task.
19. FLEXIBLE ROUTING
<ul style="list-style-type: none"> ▪ The Union proposes a pilot project under Appendix “AA”, the terms of which will be agreed to by the parties.
20. OVERTIME ON OWN ROUTE
<ul style="list-style-type: none"> ▪ The Union proposes to specify under Appendix “LL” that no employee is required to work more than 9 ½ hours per day on their assigned route. ▪ The Union proposes to specify under Appendix “LL” that when a letter carrier receiving the assistance provided for in this appendix is being replaced, the relief letter carrier covering his or her route also receives this assistance if he or she requests it. ▪ The Union proposes other changes to Appendix “LL” regarding work and life balance.
21. PARCELS
<ul style="list-style-type: none"> ▪ The Union agrees with the implementation of the employer’s parcel model presented in its June 25, 2016 global offer, with some amendments.
22. ECLIPSE SYSTEM
<ul style="list-style-type: none"> ▪ The parties undertake to enter into discussions at the national level to re-establish the lists and systems that were used to call temporary employees before the arrival of the “Eclipse” automated call system. <p>The re-establishment of these lists and systems shall take place within six (6) months of signing the collective agreement.</p>

23. UNION EDUCATION FUND
<ul style="list-style-type: none">▪ The Union proposes to increase the amount payable per hour paid under Appendix “U” to four cents (0,04\$) at the signing of the collective agreement and to five cents (0,05\$) starting January 1, 2018.
24. LANGUAGE AGREED TO BY THE PARTIES
<ul style="list-style-type: none">▪ Clause 5.01▪ Clause 56.01▪ Appendix “D” – Neighbourhood mail▪ Article 41 – Measurement and surveillance▪ Clause 44.35 and letter of understanding
25. HOUSEKEEPING
<ul style="list-style-type: none">▪ The Union agrees with the following items of CPC’s June 25, 2016 global offer:<ul style="list-style-type: none">○ Preamble – remove as it references two collective agreements○ 19.05 – remove reference to STDP implementation○ 19.09 – remove as no employees are entitled to furlough leave○ 19.16(h) – remove as no employees are entitled to furlough leave○ 20.01 – remove reference to STDP implementation○ 20.08 – remove reference to STDP implementation○ 25.01 – remove reference to STDP implementation○ 30.02(c)(i) – remove as these rules no longer apply to any employee○ 30.04(e) – remove portion that reflected two collective agreements○ 30.08 – remove Alberta○ 44.23 – clean-up language and remove references to an old transition period○ Appendix “B-2” – are not and have not been used in regular practice○ Appendix “B-4” – are not and have not been used in regular practice○ Appendix “S” 2.1(n) – correct the reference to 46.03○ Appendix “AA” (16)(d) and dates – delete as the study has been completed○ Appendix “EE” – remove reference to STDP implementation○ Appendix “FF” – remove reference to STDP implementation

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