

**CONTENT OF THE GLOBAL OFFER  
MADE BY THE  
CANADIAN UNION OF POSTAL WORKERS  
(CUPW)**

**RURAL AND SUBURBAN MAIL CARRIERS (RSMC)  
BARGAINING UNIT**

**JULY 1, 2016**

As part of the ongoing negotiations for the renewal of the collective agreement that was signed on December 21, 2012, and expired on December 31, 2015, the CUPW believes it is timely to submit this global offer.

The content of this global offer is consistent with the values that CUPW has always defended. Throughout its existence, the Canadian Union of Postal Workers has fought to improve the working conditions of its members. Equal pay for workers who perform similar work is one of the fundamental values it has advocated.

In 1970, after eight (8) weeks of rotating strikes, the Union successfully negotiated that female workers be paid at the same rate as their male counterparts in the same classification.

In 1974, the Union fought for and successfully negotiated that the new coding functions, which were poorly paid and were performed by women for the most part, be paid at the rate applicable for manual sort, thus ending a gender-based wage disparity.

In 1975, after a 42-day strike, the Union successfully negotiated the inclusion of part-time employees in the same bargaining unit as full-time employees. This group was predominantly female and their inclusion in the bargaining unit made it easier to standardize the rates of pay applicable to part-time and full-time employees.

Again in 2003, the Union fought to obtain the right to a fair pension for both part-time and eligible temporary employees.

For CUPW, this round of negotiations cannot break from its past history of fighting for equity. It is with this in mind, that we are submitting this global offer, which is both realistic and fair.

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

1. This offer is all-inclusive; no single item stands apart from those remaining.
2. Should this global offer not be accepted by the Corporation as a whole, CUPW reserves the right to withdraw this offer, as well as each provision it contains, and return to its original demands.
3. Subject to paragraphs 4 and 5 below, the RSMC collective agreement that was signed on December 21, 2012, and expired on December 31, 2015, shall form the basis of this global offer. It shall be renewed and deemed to be an integral part of this proposal even though its provisions, in the name of simplicity, are not reproduced in this document.
4. In light of the above paragraph, this document only contains the provisions of the collective agreement being modified.
5. The issues that have been agreed to in principle during the round of negotiations that began on November 20, 2015 are reproduced in this document and are deemed to be an integral part of this global offer.
6. 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.
7. This global offer is made without prejudice.

## **1) JOB SECURITY**

The Union proposes to include language stating the following:

01. There shall be no lay-off of any employee who was employed in the bargaining unit as of (date of signature of the collective agreement) provided the employee agrees to be displaced to another position or to be retrained in accordance with the procedure set forth hereinafter. The same shall apply to any other employee who becomes a regular employee after (date of signature of the collective agreement) and who has five (5) years or more of continuous employment.

02. An employee not covered by paragraph 01 will not be laid off provided the employee agrees to be displaced to another position or retrained in accordance with the procedure set forth hereinafter.
03. An employee whose position is declared surplus shall be advised in writing at least sixty (60) days before the date on which his or her position becomes surplus.
04. The employee whose position is declared surplus will have his or her name posted on a list to this effect.
05. The employee whose name is posted on the list prescribed in the preceding paragraph can exercise his or her seniority rights to obtain any vacant position in the bargaining unit and in his or her former postal installation or within a forty (40)-kilometre radius of the said postal installation.
06. The employee may also, at his or her request, obtain any vacant position in the bargaining unit outside of the forty (40)-kilometre radius provided for in the previous paragraph.
07. Regarding the application of paragraphs 05 and 06, the employer must maintain a list of vacant positions in a forty (40)-kilometre radius and a list of vacant positions outside of that radius. Vacant positions are offered by order of seniority.
08. The Corporation may offer the employee who does not obtain a position in accordance with paragraph 05 or 06 retraining for a position in another bargaining unit located within the forty (40)-kilometre radius of his or her former installation, subject to the provisions of the applicable collective agreement. In this case, the employee must accept the position.
09. The Corporation may offer the employee who does not obtain a position in accordance with paragraphs 05, 06 or 08 retraining for a position in another bargaining unit located outside the forty (40)-kilometre radius of his or her former installation, subject to the provisions of the applicable collective agreement. In this case, the employee is not required to accept the position.
010. Any assignment offered to an employee after a retraining period in a position outside the bargaining unit must abide by the rules of the collective agreement that apply to the filling of positions that require outside hiring.

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| <b>011.</b>  | The protection extended to an employee by the present article applies for a period of two (2) years following the date on which his or her position became surplus in accordance with paragraph 03, unless she or he refuses a position as per paragraph 5 or 8.  |
| <b>012.</b>  | During this period, the employee will not be subject to any reduction in salary or benefits previously enjoyed, and will suffer no loss of seniority nor break in continuous service.   |
| <b>013.</b>  | An employee maintains his or her rights to remain on a recall list for a period of twenty-four (24) months following the expiration of the period outlined in paragraph 011.  |
| <b>014.</b>  | An employee whose name appears on a recall list or a right to return list shall continue to accumulate seniority and continuous service.  |
| <b>015.</b>  | The employer may offer a position that remained vacant to the employees of the installation where the surplus occurred, on a basis of seniority, even if this position is located outside the forty (40)-kilometre radius, after it exhausted the process outlined in paragraphs 05, 06, 08 and 09. Should an employee accept, the employer is required to compensate the employee for his or her moving expenses, in accordance with the then current policy of the Corporation. |
| <b>016.</b>  | After consultation with the Union, the employer can offer a buy-out to any employee by order of seniority within the installation where the surplus was declared.   |
| <b>2) CONTRACTING OUT</b>  |   |
| <ul style="list-style-type: none"><li>▪ The Union proposes that all the work and duties currently performed by RSMCs may not be contracted out. Article 28 of the collective agreement is amended accordingly.</li></ul> |   |
| <b>3) SOCIAL STEWARDS</b>  |   |
| <ul style="list-style-type: none"><li>▪ The Union proposes the creation of a social steward network.</li></ul>   |   |
| <b>4) DURATION OF COLLECTIVE AGREEMENT</b>   |   |
| <ul style="list-style-type: none"><li>▪ The Union proposes a 4 year agreement ending on December 31<sup>st</sup>, 2019.</li></ul>  |   |

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| <b>5) WAGES AND COST OF LIVING ALLOWANCE (COLA)</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes wages increases as provided in this document.</li> </ul>  |
| <ul style="list-style-type: none"> <li>▪ For temporary employees, the Union proposes a wage supplement of 6% in lieu of benefits.</li> <li>▪ They shall benefit from the minimum rate of pay.</li> </ul>  |
| <ul style="list-style-type: none"> <li>▪ The Union proposes to introduce the payment of a cost of living allowance to all employees for the last three (3) years of the collective agreement, based on a formula presented in this document.</li> </ul>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that the wage scales that apply to all employees be composed of five (5) increments and that the wage gap between the maximum and minimum rates be established at 15%.</li> </ul>   |
| <ul style="list-style-type: none"> <li>▪ The Union agrees to CPC's proposal in its June 25, 2016 global offer, with respect to clause 33.06 (overpayment)</li> </ul>  |
| <b>6) BENEFITS</b>  |
| <ul style="list-style-type: none"> <li>▪ Extended Health Care Plan (EHCP): <ul style="list-style-type: none"> <li>(a) The Union accepts the employer's proposal made in the June 25, 2016 global offer with the following amendment: <ul style="list-style-type: none"> <li>i) Physiotherapy: unlimited</li> </ul> </li> <li>(b) The Union proposes to include in the collective agreement, the life insurance, the death benefit, the retiree dental plan, as well as post-retirement benefits. Moreover, retirees' contribution to post-retirement benefits will be 35% of their cost.</li> </ul> </li> </ul> |
| <ul style="list-style-type: none"> <li>▪ The Union proposes to adjust the duration of the maternity leave to take into account the provisions of the Quebec Parental Insurance Plan and the Employment Insurance Plan.</li> </ul>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that employees on parental leave be entitled to an income replacement corresponding to 93% of their regular earnings.</li> </ul>  |

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| <ul style="list-style-type: none"><li>▪ Other Leave</li></ul> <p>The Union proposes to include compassionate leave.</p>   |
| <b>7. ADDITIONAL HOURS AND OVERTIME</b>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes a process to cover absences.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes that employees be compensated for all hours worked. The first two (2) hours worked in excess of eight (8) hours per day are paid for at 150% of the employee's regular rate of pay, and all subsequent hours are paid at 200% of the employee's regular rate of pay.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes to address work/life balance.</li></ul>  |
| <b>8. SHORT TERM DISABILITY PLAN</b>  |
| <ul style="list-style-type: none"><li>▪ The Union proposes the inclusion of the STDP in the collective agreement.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ The Union accepts the employer's proposal that Personal Days are allocated each year on July 1<sup>st</sup>, as per its June 25 global offer.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ The number of Personal Days allocated each year is increased from seven (7) to ten (10).</li><li>▪ There will be no limitation to the number of Personal Days that can be carried over.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ Recovery of any amount overpaid to an employee is limited to ten percent (10%) of the employee's wages, which excludes amounts paid as mileage allowance.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ 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 at the beginning of her or his disability leave.</li></ul> |

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| <ul style="list-style-type: none"><li>▪ 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.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ 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.</li></ul>  |
| <ul style="list-style-type: none"><li>▪ If the parties at the regional level cannot agree on the appointment of the independent physician within the prescribed deadline of twenty-one (21) days, the parties must reach an agreement on the appointment at the national level.</li></ul>  |
| <ul style="list-style-type: none"><li>▪ The independent physician must render his or her decision within forty-five (45) days following the reception of the medical file and the representations of the Union.</li></ul>  |
| <ul style="list-style-type: none"><li>▪ The Short-Term Disability Program cannot be amended during the life of the collective agreement.</li></ul>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes that all benefits payable to permanent relief employees be calculated as follows:<ul style="list-style-type: none"><li>(a) where the employee has worked for the Corporation for fifty-two (52) weeks or more prior to his or her disability, calculation is based on his or her average weekly rate of pay for the fifty-two (52) week period; or</li><li>b) where the employee has worked for the Corporation for less than fifty-two (52) weeks prior to his or her disability, calculation is based on his or her average weekly rate of pay for his or her period of employment.</li></ul></li></ul> |
| <b>9. LONG TERM DISABILITY INSURANCE</b>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes that employees be afforded the same Long Term Disability Insurance Plan as the one provided to employees of the urban bargaining unit.</li></ul>  |



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| <b>10. LEAVE FOR OTHER REASONS</b>  |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that, where conditions warrant it, special leave with pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family, as defined in clause 19.02, prevent his or her reporting for duty. Such leave shall not be unreasonably withheld.</li> </ul>   |
| <b>11. CORPORATE VEHICLES</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that the employer provide an appropriate corporate vehicle to all employees for the purpose of performing their work.</li> </ul>  |
| <b>12. RIGHTS OF TEMPORARY EMPLOYEES</b>  |
| <ul style="list-style-type: none"> <li>▪ Rights similar to the ones afforded to temporary employees of the urban bargaining unit shall apply.</li> </ul>  |
| <b>13. GRIEVANCE AND ARBITRATION PROCEDURE</b>  |
| <ul style="list-style-type: none"> <li>▪ The Union proposes the addition to this collective agreement of a cease and desist process identical to the one provided for under clauses 9.87 to 9.98 of the grievance and arbitration procedure of the urban collective agreement.</li> <li>▪ The Union proposes the addition to this collective agreement of clauses 9.04 to 9.06 of the grievance and arbitration procedure provided for in the urban collective agreement.</li> </ul>                |
| <b>14. LEAVE FOR UNION BUSINESS</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes to amend paragraphs 21.03(a) and (b) so that the leaves provided therein be paid leaves, and to delete paragraph 21.03(c).</li> </ul>   |
| <b>15. HOURS PAID FOR THE PURPOSES OF THE PENSION PLAN</b>  |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that all hours paid at straight time to an employee be taken into account for the purpose of the pension plan.</li> </ul>   |
| <b>16. ANNUAL LEAVE</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that employees who have completed seven (7) years of continuous employment be entitled to a fourth (4<sup>th</sup>) week of annual leave in their seventh (7<sup>th</sup>) year of service.</li> <li>▪ The Union proposes that employees who have completed fourteen (14) years of continuous employment be entitled to a fifth (5<sup>th</sup>) week of annual leave in their fourteenth (14<sup>th</sup>) year of service.</li> </ul> |



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| <ul style="list-style-type: none"> <li>▪ The Union accepts the employer's proposal on vacation leave year only, as per its June 25 global offer.</li> </ul>   |
| <b>17. CLOTHING</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes to amend clause 25.02 to introduce a point system and uniforms identical to those provided for under article 34 of the urban collective agreement (Group 2).</li> </ul>   |
| <b>18. ROUTE MEASUREMENT SYSTEM AND HOURS OF WORK</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes to introduce into the collective agreement an appendix dealing with various subjects related to the execution of the work by employees. For example, this appendix deals with a route measurement system, restructuring and hours of work.</li> <li>▪ The Union's proposal also seeks to maximize the creation of full-time positions.</li> <li>▪ The Union proposes language on over-assessment of routes and provisions for start time.</li> <li>▪ It also proposes new employee status.</li> </ul>   |
| <b>19. INJURY ON DUTY</b>   |
| <ul style="list-style-type: none"> <li>▪ The Union proposes that the injury-on-duty leave provided for under article 20 be paid at full wage to full-time employees. For part-time employees, compensation is calculated as follows: <ul style="list-style-type: none"> <li>a) where the employee has worked for the Corporation for fifty-two (52) weeks or more prior to going on injury-on-duty leave, calculation is based on his or her average weekly rate of pay for the fifty-two (52) week period; or</li> <li>b) where the employee has worked for the Corporation for less than fifty-two (52) weeks prior to going on injury-on-duty leave, calculation is based on his or her average weekly rate of pay for his or her period of employment.</li> </ul> </li> </ul> |
| <b>20. SENIORITY</b>  |
| <ul style="list-style-type: none"> <li>▪ Seniority shall be determined by the length of continuous service within the bargaining unit since their first date of hire, provided there is no break in service of more than nine and one half (9 1/2 ) months.</li> </ul>  |

Prior to January 1, 2004, any period of work or employment in any of the following duties shall be deemed as having been worked as an employee of the Corporation:

- Rural Route and Suburban Service Contractor (RRSSC);
- Master Contractor who was performing RRSSC duties under a Mail Transportation and Delivery Agreement with Canada Post;
- Employee of a Master Contractor who was performing RRSSC duties under a Mail Transportation and Delivery Agreement with Canada Post;

Since January 1<sup>st</sup>, 2004, any period of work or employment in any of the following duties related to RSMC function shall be deemed as having been worked as an employee of the Corporation:

- Rural and Suburban Mail Carrier (RSMC)
- Rural Route and Suburban Service Contractor (RRSSC);
- Master Contractor who was performing RRSSC duties under a Mail Transportation and Delivery Agreement with Canada Post;
- Employee of a Master Contractor who was performing RRSSC duties under a Mail Transportation and Delivery Agreement with Canada Post;
- Replacement;
- ergonomic assistant;
- relief employee;
- assistant;
- on-call relief employee.

A process will be put in place to correct RSMC seniority. In case of disagreement, the Union makes the final decision.

## **21. STAFFING**

- The Union proposes that vacant positions be filled as they occur and that they be offered by seniority to all regular employees in the bargaining unit.
- The Union proposes that the employer be required to offer any vacant route or permanent relief position to employees of the urban bargaining unit before starting the external hiring process.

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| <b>22. ABSENCE COVERAGE</b>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes to specify that the employer assumes the responsibility for the coverage of all absences.</li></ul>  |
| <b>23. HEALTH &amp; SAFETY AND TRAINING</b>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes the introduction to this collective agreement of Appendix “DD” of the urban collective agreement.</li><li>▪ The Union accepts the employer’s proposal to provide at least five (5) days of training, as per its June 25, 2016 global offer.</li></ul>                  |
| <b>24. HUMAN RIGHTS TRAINING</b>  |
| <ul style="list-style-type: none"><li>▪ The Union proposes the introduction to this collective agreement of Appendix “HH” of the urban collective agreement.</li></ul>  |
| <b>25. HEALTH AND SAFETY</b>  |
| <ul style="list-style-type: none"><li>▪ The Union proposes that ergonomic studies be conducted by independent experts, paid for by the employer, before any new work method or equipment is introduced.</li><li>▪ The Union proposes the introduction in the collective agreement of provisions on the right to refuse.</li></ul> |
| <ul style="list-style-type: none"><li>▪ The Union proposes to maintain the current provisions concerning admail with the following modification:<ul style="list-style-type: none"><li>○ Eliminate admail weighing more than one (1) kilogram.</li></ul></li></ul>   |
| <b>26. RESTRUCTURING</b>  |
| <ul style="list-style-type: none"><li>▪ The Union proposes a restructuring process.</li><li>▪ The Union proposes language on access to information.</li></ul>   |
| <b>27. UNION EDUCATION FUND</b>   |
| <ul style="list-style-type: none"><li>▪ The Union proposes to increase the amount payable per hour paid under Appendix “D” to four cents (0,04\$) at the signing of the collective agreement and to five cents (0,05\$) starting January 1, 2018.</li></ul>   |

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| <b>28. SIGNED LANGUAGE</b>  |
| <ul style="list-style-type: none"><li>○ 5.01</li><li>○ 24 (New) – Weight Limit</li><li>○ 30 – GPS</li></ul>   |
| <b>29. HOUSEKEEPING</b>   |
| <ul style="list-style-type: none"><li>○ 3.02 (English) – correct grammar (24 hours’ notice &amp; non-public)</li><li>○ 25.01(b) (English) – correct spelling mistakes (<b>eligible</b> and <b>accordance</b>)</li><li>○ 35.07 (French) – correct spelling mistakes (À cette fin...)</li><li>○ 35.09 (English) – correct spelling mistake (Appointment of the Arbitrator)</li><li>○ 35.12 (French) – correct spelling mistake (À l’égard des avis...)</li><li>○ Letter 3 – delete (letter has expired)</li></ul> |

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