



Reports of the members of the National Executive Committee

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Education and Child Care

REPORT
OF THE
NATIONAL PRESIDENT

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

REPORT OF THE NATIONAL PRESIDENT SUBMITTED TO THE 2015 CUPW NATIONAL CONVENTION

This is my second and final report as National President of CUPW. I would like to start by saying what a privilege and an honour it has been to serve the membership. I've been actively involved in our union for over 35 years. During all this time, I have shown the same determination and put a lot of effort into every file I've been responsible for. In a way, CUPW was and is my extended family. I grew up in our union and held many positions: member, steward, local executive committee member, regional officer, national officer and, finally, president. What a learning opportunity!

When we get involved in a union, work that is well done is a measure of our commitment. It's through the day-to-day work, representing the membership, and facing the employer, that members judge our work. I would like to thank the membership for putting their trust in me throughout all these years. As the saying goes, I've always given 100%! And I don't regret it, because I got a lot in return. What fond memories! Let me just say loud and clear how proud I am to be a member of CUPW, proud of its orientation and of its ability to directly influence events, proud of its collective strength and of its unity of action. Again, thank you!

In 2011, I said that writing a report is "an interesting challenge and a necessary step in the life of a union officer. It is an opportunity to take stock of one's accomplishments, determine where you are as a person and assess your ability to continue while re-prioritizing your goals and the tasks at hand." I still have this conviction. It is in this spirit and with peace of mind that I am writing this report because I am proud of the work accomplished by our union and the role I have played as chief officer.

As you now know, I am an optimist and have faith in the future, so I will mostly address the positive aspects of my term as an officer. Between us, one characteristic of optimist people is to never give up and fight until you come out on top.

In general, terms of office for CUPW officers are similar from one to the next: they are always very busy, and this past term was no exception. Immediately following the last Convention, we had to face the consequences of the back-to-work legislation, get rid of the arbitrators appointed by the Conservative government and force the employer to resume negotiations for the urban unit. Then, we had to finalize negotiations for both the urban and RSMC units and hold ratification votes at the end of 2012. Afterwards, while we were finalizing discussions around the implementation of the Modern Post/Postal Transformation, we received the biased Conference Board of Canada report, and faced repeated attacks by Canada Post regarding the defined benefit pension plan. And then surprise, as we were preparing for a review of the *Postal Charter*, there were back-to-back announcements that Canada Post would be provided with relief from making special payments to the pension plan and that it was implementing a five-point plan.

We fought back and went into action. The “Save Canada Post” campaign has been going on since then. And it has been succeeding. I would like to thank all those who are getting involved and work to protect the postal service.

I am convinced that, during this term, our vision of the public postal service has been clarified and strengthened. It rests on maintaining and expanding services, as well as the need to implement a postal bank that is both a social and public bank. In the coming years, this idea will gain support from the public. Our “Save Canada Post” campaign shows once again that our orientation is fair and that direct action based on a plan of action is the best way to mobilize the membership and the public. We must continue to “create events” to occupy the public domain and obtain media coverage.

However, our vision of the postal service also has to fit in a more global vision, i.e. that the world is divided based on the contradiction between Capital and Labour. Unions have a role to play in reconciling this contradiction, and that role must be part of the struggle for social change and for a society with a human face. This is something in which I firmly believe. As workers, we must be proud of the fact that we are the economic, social and political backbone of any society.

The Union’s position has always been: “THINK GLOBALLY AND ACT LOCALLY.” The changes taking place right now, such as globalization, deregulation or privatization, serve to confirm our orientation. Our union orientation is the common thread in my labour, social and political involvement. That is the message I wish to convey in this report.

Mandate and Duties of the President

After being given a mandate, you have to know how to focus and identify priorities amidst all the work. There’s never a shortage of work; the important thing is to be well-organized, know how to prioritize and be able to face the unexpected. When it comes to the postal service and Canada Post, there are always unexpected situations and surprises. Knowing how to face these challenges and managing the resulting stress is important, but you also have to know that there are solutions for every situation and that you have to trust in the team and the membership.

In time, you develop attitudes and approaches that enable you to face responsibilities, carry out mandates and perform daily tasks. In my case, the key is having a work plan I can refer to and being well-prepared for meetings. You always have to be working to find solutions. This requires discipline and patience.

In my opinion, when it comes to meetings, no matter what type, preparation is key. Our work requires constant preparation, and you have to respect the fact that each person's time is precious. When you're well-prepared and understand the issues that will be dealt with at the meeting, it makes it easier. You can deal with anything that arises. Throughout the past term, I maintained this approach and it served me well.

In our work, attitude plays an important role. During debates, you always have to be working to find solutions. This requires listening to people and situations, building on debates and making decisions that move the group and the organization forward. It also requires establishing a dynamic and logical relationship between individual and collective work. It's what I tried to do throughout the past term: to be available as much as possible and to take into account the particular ways and work habits of each person I worked with.

The duties and responsibilities of the President are found in sections 4.29 to 4.38 of the National Constitution. Section 4.29 reads as follows:

“The National President implements all decisions of the Convention, of the National Executive Board and of the National Executive Committee as well as the policies adopted by the Convention.”

As President, I have control over all activities and decisions being made in the Union. My main responsibility is to implement the decisions made by Convention delegates and the National Executive Board (NEB). I want to insist on this point: IMPLEMENTATION. To me, that is one of the president's main responsibilities.

National Executive Board: Collective Direction and “Gradual” Consensus

The National Executive Board (NEB) is the governing body of the Union between national conventions. Its responsibility is to develop and implement a work plan that connects the periods before and after Convention.

A Work Plan is Key to our Success

Having an active work plan that reflects reality is the basis of our work and of our daily involvement. It's what allows us to stay motivated and maintain our personal commitment. I submitted a work plan to the NEB from its very first meetings. Subsequently, we discussed and updated this plan at each meeting. We shared and discussed this work plan at every constitutional meeting, including the National Presidents' Meeting that took place in April 2013.

Leading on the basis of “Gradual” Consensus

It is well known that I favour decision-making based on a sharing of information and consensus. I continued to favour this approach throughout this term. I now add the word “gradual” because you have to build consensus and it can take time, particularly when we have files that require a lot of research and discussion. For example, you don’t reach consensus in a few hours regarding the strategy to be implemented on an issue like pensions.

During this term, I paid specific attention to clarifying the mandates given by the NEB. I tried as much as possible to ensure that everyone understood the mandates being given and that there was no ambiguity. It’s important to note that the NEB meets every six weeks, for three or four days.

All members of the NEB went through a period of adaptation with the implementation of the videoconferencing system. This led us to adjust the agenda, reduce the number of days and their length. I tried to ensure we got through the entire agenda, which we managed to do on a few occasions. I would like to thank the members of the NEB for making my life easier. Debates always took place in a climate of respect and solidarity and with a view to finding solutions. I wholeheartedly support the National Executive Board’s report to Convention.

Collective Direction – Individual Responsibility

Under the National Constitution, the National Executive Committee has to meet on a weekly basis to “discuss and settle administrative and current matters.” In reality, this proves to be an impossible task because national officers now have to travel on a regular basis to all sorts of meetings held across the country. During this past term, we experienced a special situation with the absence of two members of the Committee due to illness and the election of Brother Lafleur to the Canadian Labour Congress. For the Committee, five members constitute quorum, which we were unable to reach over long periods. This led to additional work for the other members of the Committee and made the daily supervision of work more difficult. At times, we felt overwhelmed with work. It is not easy setting aside interesting projects due to lack of time.

Officers have well-defined and described duties and they must be accountable. Our National Constitution is clear: “One resident officer shall be available at all times in order to ensure continuity of services,” and is not replaced during illness. But the work does not stop! We have to take these realities into account and make the best of the situation. The National Constitution describes and defines the duties of national officers fairly well. This allows them to function effectively without having to hold regular meetings. In a way, we function like an assembly line.

The duties of officers overlap and complement one another. Each national officer is responsible for several files that also involve elected representatives and support staff. Each day, we have to find a way to reconcile collective direction and individual responsibility. I tried as much as possible to “regularly visit” officers to consult them and discuss their files. But time goes by so quickly!

Throughout the mandate, we also tried to meet with national union representatives on a regular basis. Later, we added regional union representatives and, finally, specialists, with differing degrees of success due to workload. It’s important to create spaces that allow those involved in the work to meet on a regular basis to share information. There is so much information circulating right now that sharing it requires constant attention. Sometimes, it’s difficult to imagine that we can receive over a hundred emails a day, in addition to telephone calls and meetings.

Work Coordination

Section 4.32 of the National Constitution reads as follows:

“The National President, through the 1st National Vice-President, shall co-ordinate the efforts of all national officers of the National Executive Committee, National Executive Board and of the National Union Representatives.”

I would like to stress the importance of the relationship between the President and the 1st Vice-President. These two officers must work together closely and complete each other. They must develop a special relationship. This is the type of relationship that Sister Bossenberry and I established over the past two terms. I would like to thank her for having always been there and for making herself available to discuss our mandates and the work plan. When possible, we would meet each morning to take stock of the situation, discuss the day’s schedule and ensure the organization functions properly.

I would like to underline her great ability to plan and coordinate work, and to replace another officer at a moment’s notice. For example, she replaced the 2nd National Vice-President in organizing the National Women’s Committee meetings, as well as the 3rd National Vice-President during each of his absences due to illness. I would also like to underline her initiative in files such as the RSMC reaching device or the same-day delivery of parcels, as well as her tireless efforts to defend these files in front of the employer. Thank you, Gayle, for all your support over the past several years.

To me, members of the Committee worked together well in directing the work. The interconnection between responsibilities and tasks ensures our paths cross regularly. For example, we start the day off with a human resources committee meeting, then a communications meeting, and then go on to discuss a grievance. I would like to thank all members of National Executive Committee.

Our Finances

At the 2011 Convention, we renewed the provisions of section 7.20 of the National Constitution that deal with the monies normally deposited into the Defence Fund. This was not an easy decision, but it was necessary because changes to our structure were not sufficient to balance the budget. Personally, I am satisfied with how we addressed our financial situation during the past term. The NEB held regular discussions about the budget, made the necessary adjustments and made timely decisions. I would like to thank the NEB for having used section 7.09 of the National Constitution to finance our 2015 Convention and ensure we end this term without a deficit, in accordance with the National Constitution. All NEB members became more knowledgeable about finances during the past term.

However, I do believe we have to make decisions about our finances at Convention. So far, we've always believed that there is a direct connection between our finances and our structure. We would say: "We'll change our structure and it will help us balance the books." During this term, we realized that this is not the reality. We now know that changing our structure will be a slow process, longer than expected. That is why I support the NEB's resolution regarding the increase of dues and allocation of our revenues.

Union Staff: Key to our Success

When we take members on a tour of national office, they're always surprised by how many people we employ. To meet the members' needs and provide adequate services, we have support staff and specialists that produce the material needed for the proper operation of the Union. It is up to the President to ensure that this machine is there to serve the membership. During this past term, I met with the individuals who work at the national office on a regular basis to let them know about our work plan and the activities that needed to be organized. They demonstrated their dedication time and time again in preparing these activities. For the national office to function effectively, all its departments must spring into action when called upon.

For example, issuing a bulletin to members requires the involvement of the person who writes it, the one who edits it, the one who translates it, the one who lays it out, and the one who prints it and sends it out, all in record time, to ensure members receive relevant information. This same sequence of activities applies to numerous examples. I thank all those involved in ensuring that our orientation is conveyed and that we provide the needed level of service to our members.

I would also like to underline the interactions that NEC members, particularly the 3rd National Vice-President, the 1st Vice-President and myself must have with our specialists on a regular basis. Each day, we need to take stock of the situation, share information, approve documents and make decisions accordingly. During this term, we made some adjustments to the way we operate, such as asking the Director of Research, Geoff Bickerton, to act as liaison between the NEC and the specialists. This enabled us to better coordinate our work and our interactions with the media. Thank you.

I would finally like to underline the good work of the Human Resources Committee throughout the past term. Made up of the 1st National Vice-President, the National Secretary-Treasurer, the Director of Finance and Administration (Linda Desjardins) and myself, this committee took responsibility for the proper operation of the national office and oversaw the daily management of support staff. In my opinion, this committee enabled us to rationalize and optimize the work of our support staff, while respecting the collective agreements in place. This Committee must be maintained during the next term.

Union's Spokesperson

Section 4.37 of the National Constitution reads as follows:

“The National President shall be responsible for public relations of the Union at the national level.”

Throughout the past term, I was the Union's national spokesperson. Despite what people may think, this is a very demanding task because you need to have a thorough knowledge of all issues, prepare presentations, and face the media and their questions. This work increased in scope during the “Save Canada Post” campaign. I believe I honourably fulfilled this responsibility. I spoke in many forums, including a parliamentary committee, meetings with municipalities, meetings with community leaders and allies, information tables, etc.

I would like to point out that, across the country, we have people who are capable of doing this work. The media course that was offered in all regions enabled us to train effective spokespersons everywhere. On important issues, or to deal with surprise announcements by Canada Post or the Conservative government, we made it a habit to send speaking points to the regions. This enabled us to have a consistent message across the country. We have the ability to respond to emergency situations quickly and effectively.

Files under my Responsibility

The role of officer of the Union is multi-faceted. In addition to the daily supervision of the Union's work, I am responsible for various files. I would like to address a number of these files, in the following order: negotiations, postal transformation, Appendix "T", urban collective agreement, labour movement, international solidarity and meetings with members.

-Negotiations

I was Chief Negotiator for the urban unit and played an active role in the settlement of the RSMC collective agreement. Heading negotiations is a major challenge because it forces you to use all of your resources and all of the Union's resources. You have to make decisions that are in the best interest of the members. This is demanding work because you know that your decisions will be criticized by a portion of the membership. However, I am convinced that both collective agreements we signed in December 2012 were the best we could get, taking into account the specific circumstances we faced.

That is why I did not hesitate one second when the time came to go meet with the members to explain both of these collective agreements. Those were not easy meetings. Today, with the social media, a lot of insinuations and rumours circulate, which, in my opinion, interfere with the democratic process. We're not always able to set the record straight.

Unfortunately, a ratification vote in the context of the last negotiations is always divisive. Once the results are known, you have to rebuild unity. And we have the responsibility to do so; it's what I've always tried to do. Division only benefits the employer. At each meeting I attend, each meeting with the membership, my main concern is building unity and rallying them around our action plan.

Like all of you, I am concerned about the next round of negotiations. In the letter I attached to the report of the Negotiating Committee for the urban unit, I wrote what follows:

“CUPW has the unfortunate habit of developing and adopting an exhaustive program of demands, all very specific. Instead, we should develop a process that builds on our demands rather than one that requires us to drop them: a positive rather than negative approach. To do so, I think we have to negotiate on the basis of principles instead of specific demands. This will enable both the Board and the Negotiating Committee to play their full role: one in charge of validating the principles, and the other responsible for developing solutions and language that will address the members’ concerns.”

It’s what we tried to do the last time and, in my opinion, we must continue to do so. A round of negotiations changes with time, based on political and economic circumstances, the context of negotiations with the employer and the strategies we put forward. Negotiating based on principles and themes allows for stronger unity and provides the Negotiating Committee with a true mandate. It will allow the Committee to be creative and face the unforeseen circumstances that inevitably arise in national negotiations. As we’ve been saying for a long time, we have to stop preparing a shopping list. It’s with that in mind that I wrote the discussion papers for both rounds of negotiations that will begin this fall.

-Postal Transformation

Modern Post/Postal transformation was also under my responsibility. This file has kept the Union busy since the fall of 2007. We have witnessed a complete overhaul of mail processing in sortation and delivery centres, through the implementation of motorized delivery. Our approach has been consistent since the start of consultation: trying to eliminate adverse effects and protecting jobs, while managing consultation from the national office and involving locals.

The employer’s most recent major project involved the construction and roll out of the Pacific Processing Centre (PPC), near the Vancouver airport. Consultation began in April 2013, intensified in 2014, and is still underway. This has required a lot of travelling and discussions with the employer. Of course, we were treated to the employer’s usual game of hide and seek when it comes to the sharing of information and constructive consultation. Nevertheless, we persevered, but we’ve seen the adverse effects of centralizing postal operations and eliminating multi-level postal facilities. Sister Rona Eckert, who is responsible for national consultation, coordinated the work under my direction. We made sure to protect as many functions and positions as possible. Thank you, Sister Eckert.

As we know, Modern Post/Postal Transformation has had a direct impact on the members' work life and has led to major changes in work methods. Evening and night shift work have increased for internal workers, while external workers now face longer work days. This has seriously disrupted the family lives of many workers.

We have just completed a research study on work-life balance. Since I became involved in the Union, this issue has been a major concern of mine, both as a member and as an officer. I would like to mention the close relationship I have had with Sister Jamie Kass, our National Child Care Coordinator. For over 15 years, the two of us were responsible for files relating to work-life balance issues. In the years ahead, work-life balance will become even more significant for workers, including in the next round of negotiations. The issue of work-life balance obviously relates to the organization of work. The employer's position is clear: flexibility, productivity and cost management. It is within this context that we have to look closely at working conditions and work methods. The results of this research study are now known. They prove, without a doubt, that members have been affected by postal transformation. We will have to take this into account in the upcoming negotiations.

Appendix "T"

Brother George Kuehnbaum and I are responsible for the Service Expansion and Innovation and Change Committee under Appendix "T" of the urban collective agreement. We are mainly involved in the discussions of the steering committee and work directly with those individuals whose wages are paid mainly through the Appendix "T" fund. Throughout the term, we completed three projects regarding the contracting-in of Canada Post building or equipment maintenance. Out of the three projects, only the one dealing with the retrofitting of right-hand drive vehicles for RSMCs, which lasted two years and resulted in over 900 vehicles being retrofitted, really has had positive results.

We also developed a project in Thunder Bay that included renovating the postal outlet and creating a half-time position to promote Canada Post products and services to small businesses in the city, as well as two other half-time positions to provide customer service. This project has been successful, but the employer is still reluctant to make it permanent.

Appendix “T” is also used to finance the apprenticeship program for members in Groups 3 and 4. Since last Convention, 48 MAM-11 apprenticeship positions have been created, of which almost 50% are held by sisters. The project has undergone some changes, and now involves two or three years of specialized college education interspersed with on-the-job apprenticeship periods. We also have a training project for lead hands and assistant lead hands. Work on this project is currently underway. We also tried to implement other “mini-projects,” but without much success.

I would like to point out that the employer is not committed to Appendix “T” and knowingly refuses to assign the needed human resources. As well, it systematically ignores the Appendix “T” process that allows for the introduction of service expansion projects. We tried on many occasions, and in different ways, to talk about the need to use the meetings for discussing service expansion and the creative role that the Committee can play, but in vain. At the last meeting that took place in January, we agreed to complete the Appendix “T” projects and invite sector groups to discuss large-scale projects that could be discussed by this Committee.

As a closing remark on this subject, I would like to point out that we organized a national meeting of Group 3 and 4 sisters and brothers from all locals across the country in January 2015 to discuss their specific concerns, including the impact of new technologies on their duties. This allowed for discussions and provided us with information about their working conditions.

-Labour Movement

I played an active role at meetings of the Canadian Labour Congress (CLC) Canadian Council. These meetings take place two or three times per year to discuss the CLC’s orientation and activities. I was not the only CUPW representative on the CLC Council. Sister Vikki Quocksister who is President of the Yukon Federation of Labour, and Brother Ron Rousseau, CLC Vice-President for Aboriginal workers joined me in defending the Union’s positions. In my opinion, the CLC must be active and able to organize campaigns and mobilize the labour movement around the kind of society we want in this country.

As I have said many times, the labour movement must be the real opposition to the Conservative majority government, and we need an action plan around which all Canadians can unite. That is why we financially supported the CLC’s “Fairness Works” campaign and its various political conferences organized across the country to prepare for the next federal election. As always, we played an active role in all national campaigns and provided direct support to other unions in their struggles.

Throughout this past term, I made sure to share CLC information with members of the NEB to ensure we could participate in events being organized across the country. Our involvement in the labour movement, at all levels, is key to our struggle. We are all part of the working class. Now that Brother Lafleur is a CLC Vice-President, we are guaranteed an effective spokesperson who will ensure our concerns are taken into consideration.

-International Solidarity

Throughout this past term, we continued the Union's tradition of providing concrete support for the struggles being led around the world for the recognition of peoples' right to self-determination and for the protection of human rights. This led me to speak publicly in many forums to share our union's positions and our support for different struggles around the world.

To facilitate discussions and help plan our work, the NEB decided, at the beginning of the term, to set up an international sub-committee that was to meet on the afternoon preceding NEB meetings. With NEB members' participation being optional, we were not always successful in holding these meetings. The National Union Representative assigned to the NEC was responsible for preparing the agenda. I would like to mention the following three aspects, which seem important to me. First, I think that we were successful in strengthening our ties with UNI (Union Network International) around the possibility of implementing joint projects. I am proud of the Union's initiative regarding the regional project involving workers, mainly sisters, from the Middle East and Northern Africa. We are trying to adapt this model to French Africa.

Second, we conducted our first project with the Palestinian union PALTEL. Postal workers are also represented by another union that includes workers from the Palestinian Authority's postal service. I met with representatives from both unions last fall and we have to implement projects with them. We continued our fruitful relationship with STPC, the Colombian postal workers' union and renewed the project until 2016. We also organized a course on organizing with the Trinidad and Tobago postal union.

Third, it's important for me to underline our participation in the World Social Forum. We have been taking part in this forum for years. Until recent years, we simply sent delegations. However, for the March 2015 forum, we proposed a workshop and actively took part in organizing a meeting with all postal union representatives in attendance. It was a nice follow-up to our participation in the People's Social Forum, in August 2014.

-Meetings with Members

For any officer, interaction with members is what spurs us on. Members must have an opportunity to get to know their union officers and interact with them in the workplace and in their daily struggles. This interaction with members is of the utmost importance to me, and I'm sure that's also the case for the other officers. That is why I tried to take advantage of every available opportunity to interact with members (workplace visits, local membership meetings, referendum votes, education seminars, constitutional meetings, public demonstrations, and so on).

As an officer, I want to be and must be accessible and available to members. If we want to develop and maintain trust within the organization, we must ensure that we are available to members on a daily basis. Personally, I appreciate this direct contact with the membership.

We also have to share the message. I believe one of the qualities of an officer is his or her ability to share the message. As the saying goes, "The medium is the message." It's important to create a bond of trust between the leadership and members. This requires having a vision and sharing it. When travelling across the country, I have always made it my objective to share our vision of a universal public post office. An officer's message must focus on what's most important and be repeated time and time again. We have to unite members around a common message. To me, fundamentally, the role of President is to bring members together. I hope I have been the unifier the Union needed in recent years.

Since this is my last term as National President, I would like to share with you some aspects of the work or thoughts that are dear to me. First, it's what I could call an officer's "invisible work." When you agree to take on a leadership role, you agree to become a "reference" and a "target." What I mean by that is that a large part of our daily work is done through answering emails, involvement in committee or group meetings, National Constitution interpretations, conflict mediation between individuals or groups of individuals, etc. There is a lot of invisible work that is essential to the effective operation of the Union. However, you have to accept to be the target of criticism and comments that inevitably come in time. Each individual develops his or her own coping mechanisms. For my part, I have tried to be as fair as possible with everyone, with some misfires of course. However, I have always relied on the principles of respect and confidentiality of discussions.

Education – A Crucial Aspect of Union Work

I got involved in the labour movement through education, first locally, then regionally and finally, nationally. I have been participating in the various debates around education and I've seen the contents and facilitation techniques change. Who remembers the list of courses from 35 years ago? We would focus on courses on the collective agreement and occupational health and safety. This is very important, but since then, we've seen an explosion of subjects and themes: sexism, human rights, violence in the workplace, conflict resolution, child care, globalization, politics, etc. This shows that the Union is a stimulating environment.

What can be said about how much education techniques have changed? We went from lectures to group facilitation, skills development and all sorts of techniques, each more fascinating than the other. Before CUPW, I had never heard of comfort zones, main currents, mediation or restorative circles. This type of work must continue. To me, education is at the heart of our work and our union life. I always thought each worker should become a "free thinker." And we have to make sure that everyone will benefit as much as possible.

Quebec National Issue

I am a worker from Quebec... and would like to thank the Union for allowing me, throughout all these years, to be completely myself. The first time that I had to introduce myself at a union meeting, I wondered how I would do so. I live in Quebec and am a nationalist, like many Quebecers from the 1960s and 1970s. And I introduced myself as follows: I am first and foremost a member of the working class, but I am also a Quebecer, a member of the Quebec nation. I did the same thing when I started giving courses at the Union Education Program (UEP) and even more so when doing the presentation on the national issue as 2nd National Vice-President. And our National Constitution is very clear, under policy C-1: "The Union supports the right of Quebecers to self-determination. The Union supports the adoption of French as the official working language of Quebec." That's another reason why I am proud to be a member of CUPW.

"Without Action, there is no Knowledge"

I would like to reiterate this thought that was part of my report to the 2011 Convention because it is so essential to our union life and to life in general: "Without action, there is no knowledge." I will repeat here what I wrote then: "Learning happens best in a group. A union's strength rests precisely on collective action, which teaches us to change while changing our environment." So...

...THANK YOU, THANK YOU, THANK YOU.

I would like to thank everyone I have worked with throughout this term. I appreciate working with each and every one of you. I only see smiling faces, people dedicated to their work, union representatives doing their job, officers who are aware of their responsibilities, specialists, translators looking for the best way to share our analysis and information with the membership, staff who understand the importance of producing material on a timely basis and in a professional manner. All in all, this is an organization at the service of its members, an organization proud to be at the service of its members and the working class.

I would also like to extend my warmest and loving thanks to my spouse, Ninfa Dominguez, for her unfailing support, day after day, throughout my years as union officer. Thank you, Ninfa.

Sisters/Brothers:

I cannot end this report without looking to the future and expressing a few wishes:

- The labour movement and its allies must develop a social project;
- The labour movement must become the real opposition to the Conservative government;
- CUPW must play a leading role in this opposition;
- CUPW must remain a socially and politically-committed organization;
- CUPW must maintain its orientation of progressive unionism and direct action;
- CUPW must continue to organize non-unionized workers;
- CUPW must continue to provide quality services to its members;
- CUPW must remain a democratic organization that promotes active participation of all its members.

Sisters/Brothers:

I cannot leave you without sharing with you some of the lyrics of a song that served as my inspiration throughout all these years. This song was written during the revolution by Eugène Pottier after the crushing of the Paris Commune in 1871:

Arise, the damned of the earth!
Arise, prisoners of hunger!
Reason thunders in its crater,
'Tis the eruption of the end.
Let's make a clean slate of the past,
Enslaved mass, arise, arise!
The world's foundation will change,
We are nothing, now let's be all!

***Note:** The above translation is a literal one of the song's first stanza. This is the song as Pottier wrote it. Most other existing translations are meant to be sung, and so radically change Pottier's original sense. Here is one example:*

Arise ye pris'ners of starvation
Arise ye wretched of the earth
For justice thunders condemnation
A better world's in birth!
No more tradition's chains shall bind us
Arise, ye slaves, no more in thrall;
The earth shall rise on new foundations
We have been naught we shall be all.

Adaptation of Charles H. Kerr translation from the original, for The IWW Songbook (34th Edition)

The struggle continues.

In Solidarity,

Denis Lemelin
National President

REPORT
OF THE
1ST NATIONAL VICE-PRESIDENT

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

Convention May 2015 Report

The work of the 1st National Vice-President is adaptable and changes on a regular basis due to the constitutional requirement of working in conjunction with the other officers on the National Executive Committee, the National Directors and any other Officer of a Local. The position is unique and offers the opportunity and privilege of actively working with others in the many areas of the Union. As a member of the National Executive Committee and the National Executive Board, I assisted with the meetings and the day-to-day work in implementing decisions that were made.

In my role as 1st National Vice-President, I worked very closely with the National President. It is fortunate that both Brother Lemelin and I are early risers, as we would have regular very early morning meetings to discuss the work of the Union and to plan how that work would be carried out.

This past mandate has been a very difficult time for CUPW and the Labour Movement in general. We experienced constant attacks from the federal government and Canada Post in their attempts to diminish our rights as the working class. Although there were instances where we were knocked down, in true CUPW form we got back up, dusted ourselves off and continued to fight back.

Urban Negotiations

During a challenging and tough period of urban negotiations, we were confronted with receiving a final offer selection collective agreement or one that was negotiated. Although there were rollbacks in the collective agreement that we negotiated, I believe that the collective agreement handed down in final offer arbitration would have been much worse. This was a very difficult and trying period for everyone on the National Executive Board (NEB) and the Negotiating Committee. The turmoil and frustration was exhibited on everyone's face on a daily basis. My observation of everyone involved in the process, regardless of whether the individual accepted the agreement or not, was that everyone was very concerned about our Membership and had the Members' best interest at heart.

I had the opportunity to attend numerous strike votes and it was difficult to watch our Members going through the same process of struggle and frustration that those working closely with the negotiations process experienced. I always enjoy meeting with our Members, whatever the circumstance.

Mobilizing

We continued to mobilize in order to fight back against the government and Canada Post's daily attacks. We launched post card campaigns against the closure and downsizing of retail outlets, postcards to Lisa Raitt to encourage a public review and we used automated calls to inform residents about closures and downsizing of retail outlets.. We held town hall meetings to discuss RSMC and pension issues. The Union purchased full page photo ads in newspapers focussing on positions that were taken in the House in relation to Canada Post's five point plan. We also launched our "Save Canada Post" campaign. We participated at events all across the country. We were at demonstrations, press conferences, festivals, conferences, and parades, just to name a few. Locals have done excellent work in ensuring that we were visible and that the public was aware of our issues. This was also done by having billboards displayed in communities. Locals also did an excellent job of ensuring that we were in the media on a regular basis, not an easy feat with the right wing media coverage in this country.

The NEB authorized the employment of six full time Campaign Coordinators. This was helpful due to the extended absence of the 3rd National Vice – President and the increasing workload. I worked directly with the Campaign Coordinators who assisted Locals in their campaign work. I would like to thank Sisters Kristen MacEachern, Barb McNeely, Shelley Sillers and Brothers George Nickerson, Alain Robitaille, Steve Ferland and Jean-Philippe Grenier for all their hard work and dedication.

National Women's Committee

As an elected representative, I have sat on the National Women's Committee (NWC) this mandate and have done so since 2002. In this mandate, as in the past, I have had the opportunity to meet Sisters with wonderful strength, determination and talent. Although this Committee is the responsibility of the 2nd National Vice-President, in her absence I had been assuming responsibility for the Committee. I would like to thank Sisters Béa Thébault, Rona Eckert, Cathy Kennedy, Jan Simpson and Jamie Kass for their immense assistance and work on the NWC.

Now more than ever it is important that women's voices be heard in our union and in society. This mandate the NWC has recommended to support a National Leader's Debate on Women's issues during the next election. This has not occurred for over thirty years. The NWC has also worked on supporting Sisters in Spirit, an inquiry for missing Aboriginal Women and Girls and working on educating and ending domestic violence.

As women, we must not minimize the work that we do, regardless of what level we do it at. All of our voices and contributions, whatever they may be should not be trivialized, our actions are important to the movement as a whole.

Pensions

As during last mandate, I was once again provided with the privilege of representing CUPW on the Pension Advisory Council (PAC) for the Canada Post Pension Plan. Sisters Micki McCune, Madeleine Cleroux, Brothers George Kuehnbaum, Donald Lafleur and Serge Champoux were also members.

In my opinion, it was clear throughout this mandate that Canada Post and the government are attempting to dismantle the Canada Post and other defined benefit pension plans given their actions and lack of transparency. The PAC often would be advised of actions and communications after the fact. In many instances Canada Post would disregard input from the Council as a whole. Members of the NEB received training on the issue of pensions. This training was delivered by our actuaries and legal counsel. Unfortunately, our Sisters and Brothers in UPCE have accepted a defined contribution pension for new hires, in their recent contract negotiations with Canada Post.

The Federal Government called for submissions on the issue of Target Benefit plans. CUPW submitted a response which stated in part that “CUPW strongly disagrees with the conversion of a defined benefit plan for a target benefit plan” and that “CUPW believes that any solution to pension funding problems that results in the reduction of accrued pension benefits should not be permitted. Retired members met the employment obligations they owed to their employers. In exchange, they received the pension they earned through their labour. Plan sponsors should not be permitted to escape their pension obligations. Similarly, active members who have earned their benefits should not lose them for the convenience of plan sponsors.”

At the time of the writing of this report, a Consultative Committee is being developed as directed by Office of the Superintendent of Financial Institutions (OSFI) and meetings have yet to occur.

CUPW has worked very closely with the other Unions at Canada Post in regards to pension issues. It is important for this to continue and that CUPW play an active role in our pension plan while attempting to strengthen our voice and rights on the PAC.

Legal Challenges

My work has also included some legal challenges that the Union has initiated.

As a result of the government ordering us back to work and taking away the right to strike, we filed a Charter challenge, opposing their actions. CUPW was granted intervener's status concerning a Saskatchewan Federation of Labour case (Bill 128) which attacked the rights of nurses. The hearing included 20 interveners, 12 from unions and 8 from employers. Canada Post Corporation did not appear, although they produced a written submission. Oral submissions were not granted to all the interveners however CUPW was granted an oral presentation. We received the decision from the Supreme Court of Canada on January 30, 2015; the Court has recognized constitutional protection for the right to strike. This was an important victory for CUPW and will assist us greatly in our Charter challenge.

On October 16, 2014 at a CUPW media conference, we announced that we had filed a Charter Challenge against Canada Post with the Federal Court of Canada in regards to their five point plan. CUPW is a co-applicant along with Disabled Women's Network Canada, Alberta Network for Mental Health, National Pensioners Federation, Congress of Union Retirees of Canada, Confédération des organismes de personnes handicapées du Québec, Patricia Israel, Susan Dixon and ARCH Disability Law Centre. Our application states, that Canada Post Corporation's elimination of mail delivery to homes exceeds its jurisdiction under the Canada Post Corporation Act, that Canada Post Corporation's elimination of mail delivery to homes is contrary to the Canada Post Corporation Act, ss. 15(1) and 1 of the Canadian Charter of Rights and Freedoms and the Canadian Human Rights Act, that the elimination of mail delivery to homes is unconstitutional and that Canada Post Corporation's elimination of mail delivery to homes is contrary to the Convention on the Rights of Persons with Disabilities, the Canadian Postal Service Charter and Canada's Universal Postal Obligation. It is important that we continue to build relationships with other organizations.

In 2014 the Sun Media launched and published what we believe are false and defamatory statements about CUPW and our Members. The Sun inferred that CUPW, its leadership are terrorists sympathizers and that they support the genocide of Jewish people. Their position appears to be a result of the position that we had taken on Palestine at our 2008 National Convention. Subsequently CUPW has filed a claim of defamation in the Ontario Superior Court of Justice against Quebecor Media Incorporated, Sun Media Corporation, TVA Group Incorporated, Jerry Agar and Avi Benlolo.

International Solidarity

CUPW has always taken a strong and courageous stand internationally on worker's rights and social justice. I am honoured to have been involved working on the international file this mandate. Many often question why we do this work, while we have so many issues to deal with here. Worker and human rights are under attack worldwide, there are no borders.

I believe that this work is essential and must continue. Many workers worldwide are facing similar challenges and this interaction allows us the opportunity to share, strategize, support each other and build solidarity. Appendix R of the urban operations collective agreement allows CUPW to carry out this work.

Working with Others

Throughout this mandate we focused quite a bit of energy on developing and maintaining relationships with other groups. The National Executive Board realized that given the numerous attacks that we were encountering, we could not win this battle on our own. We have worked closely with our natural allies such as the Federations of Labour, all Unions especially the Public Service Alliance Canada (PSAC), the Union of Postal Communications Employees (UPCE) and I am pleased to say that we have re-established a very close working relationship with the Canadian Postmasters and Assistants Association (CPAA).

We also had regular meetings with representatives of seniors groups, disability groups, community groups, politicians, journalists, business groups, student organizations, just to name a few. During this process we were able to learn of the struggles that some of these groups were also facing. Of course this was about getting our story out but it was also about extending our assistance in their struggles. It was about building coalitions – an example being the Charter Challenge that we launched against Canada Post's Five Point plan.

It is imperative that we continue to offer support to our allies in their struggles because postal workers are not the only group that is enduring attack after attack. We must continue to fight for justice and the rights of all in this country – collectively we will win.

Appendix AA

I was a member of the Appendix AA Steering Committee this mandate along with Brother Donald Lafleur until his departure. This was my first experience participating on the Committee. This mandate the householder project was completed. There are two additional projects being conducted at this time. One is dealing with the values given to parcels on Letter Carrier routes and the other is accepting to deliver oversized householders while changing the householder payment to values. As a result of the householder project, we were able to create an additional twenty full time positions and two part time positions in the Marseille letter carrier depot. Both these projects are taking place in Montreal for a defined period of time. If the Union is not satisfied with the results the project will not continue. Many thanks to everyone at the Montreal Local and Region who continue to work very hard on these projects.

Finally after fourteen years of being included in collective agreements, we were able to sign a scope of work for the Statistical Study. Sister Pierrette Morin and Brother Jim Crowell who are both members of the Appendix AA working committee were able to finally begin working on the statistical study.

Although we could not achieve an agreement to have the Same Day Delivery project included as an Appendix AA project, we were successful in reaching an agreement on the project. After a year of piloting the project in the Greater Toronto Area, we reached an agreement to expand the project to Vancouver. As the lead on this project, it was a pleasure to work with Sister Rona Eckert and Brother Nicolas Presne and everyone in the Toronto, Scarborough, Vancouver, Fraser Valley West Locals, as well as those in the Toronto, Ontario and Pacific Regions. Through everyone's involvement and dedication, we were able to achieve a project that actually expands service at Canada Post.

Administration

During this mandate, we negotiated a collective agreement with COPE, the bargaining unit that represents the administrative staff at our regional and national offices. Brothers George Kuehnbaum, George Floresco and I were on the negotiation committee on behalf of CUPW. This negotiation process was challenging as the new collective agreement included numerous compromises that would greatly impact the COPE bargaining unit. The NEB recognized that changes were required in order to deal with our declining membership, reduced revenue and any potential regional structure changes. I would like to thank all the administrative and print shop staff for their continued dedication and hard work during this difficult period and throughout the mandate.

Soon after the new National Executive Board assumes their role, collective bargaining will likely begin with the CUPE (Specialists, Information Technology Staff and Cleaners) bargaining unit as their contract had expired on August 15, 2013.

We continued the practise established last mandate of having regular meetings with both the COPE and CUPE bargaining unit members to keep them informed of the work of the union.

This mandate I was once again a member of the Human Resources Committee. This Committee deals with the day-to-day operations of staffing and administration at the National and Regional offices. The Committee focused on a more stringent application of the collective agreements and policies that had been put in place. It should be noted that these measures have caused a strain on the labour relations. It is often difficult to be in the role of the employer; however we must realize that an employee/employer relationship does exist in the administration of the union. I find it beneficial to recognize that it is our Membership that is the actual employer and as elected representatives we are all designated with different tasks while being the stewards of the Members' funds and interests.

Although we implemented a new electronic filing system last mandate, we have not been successful in its full implementation. The goal of implementing this system was to share documents, have information readily accessible between the national and regional offices and to assist in archiving and preserving the history of the union. The work was scheduled to be completed by end of December 2014 however we continue to be behind schedule given the increased workload, resources and in some cases resistance to change.

Another area of my responsibility was the translation department. Our Translators work tirelessly on translating all documents that are generated at the national office under some very strict deadlines – not an easy feat. In addition they also do translation work, in kind, for many of our allies. We are very fortunate to have such talented and dedicated Translators working for the Union.

During this mandate the National Executive Board provided me and Linda Desjardin-Bergeron, our Director of Finance, with the opportunity to be trained in Human Resource Management and Project Management. I successfully completed the courses and found the educational opportunity to be very useful and interesting. I would like to thank the National Executive Board for their support with this endeavour.

I also had the opportunity to work with Sister Jan Simpson and Brother Fred Turner on the Appendix HH and Aboriginal hiring files. It must be noted that it appears that Canada Post is not committing adequate resources to the advancement of these files. Currently we are attempting to reach an agreement with Canada Post, similar to what was established years ago with Appendix DD. We have also raised our concerns to senior management at Canada Post

Communication

During this mandate we surveyed Locals and asked where members find out what is happening concerning Union issues. Membership meetings and the website were the top two answers (66% and 58% respectively. Many respondents indicated that they that they find the website outdated and hard to navigate.

The Union has developed a new national website and a national campaign website. This was long overdue as our old website was difficult to use and cluttered with outdated information. The campaign site will allow the Union to conduct data mining with the contact information that is obtained through the site. Going forward with our new sites we must ensure that we keep the sites updated, user friendly and attractive, otherwise we will end up in the same situation.

A majority of our survey respondents said that they wanted to see the Union more active in social media. We entered into social media and developed a policy for its use this mandate. CUPW is using Facebook and Twitter to spread the message about our issues.

With all the material being produced for our daily work and campaigns, our Communication Specialists at national office have been fully occupied with developing material with their amazing creativity and hard work. My responsibilities also included directing and coordinating the work performed by the specialists and I would like to express my appreciation for their dedication that is exhibited on a regular basis.

Union Structure

During this mandate we conducted regular meetings with the National Union Representatives. The purpose of these meetings was to review the Union's policies and share information on files that were being worked on. Eventually by using the video – conferencing system, we were able to invite all Regional Union Representatives to participate as well.

We had our first experiences with meeting by video conferencing this mandate. Many of the National Executive Board meetings were held by video conference. We also used the system to have regular meetings with our Campaign Co-Ordinators and Regional Union Representatives, which gave us the opportunity to keep updated on the status of our campaign and the work of the Union. Using the system provided for more effective meetings than having teleconference meetings, although there were and continue to be some serious technical difficulties.

When the video conferencing system is functioning correctly, I would say that the system works relatively well.

Throughout this mandate we have used the services of some of our Retirees. Their talent and knowledge have proven to be very useful to the Union. However, we do not have a policy that exists when hiring Retirees; some volunteer, some charge expenses and some receive wages. The incoming National Executive Board should establish a policy when hiring retirees; it is only reasonable that Retirees have the same working conditions when working for CUPW.

CUPW continues to deal with declining membership, which represents reduced revenue. The costs associated with fighting back the attacks of Canada Post and the government have increased our expenses. Faced with this dilemma, we have some serious challenges ahead of us. We must rely on our creativity to formulate new ways to provide services to our Membership. Often change is met with resistance, and we are no different than others, as this Union has relied on traditions that have existed for decades.

We must turn our thoughts to moving forward and making changes to ensure our survival. Any changes that are made must be done as a collective; should change be imposed on one another, the chances for failure will be increased. We are a determined and creative Union and once we collectively decide to make changes, we will be in control of our future, and not allow circumstances to determine our future for us. The incoming National Executive Board will have to continue the work in ensuring that a balance in service, principles and finances is established.

Health and Safety

As mentioned in my last report, my passion for health and safety has not diminished and once again during this mandate, I had the opportunity to assist in dealing with several health and safety files on behalf of the Union.

The National Executive Board once again appointed Brother Serge Champoux and me to sit on the Canada Labour Congress Health and Safety and Environment (CLC HSE) for another mandate. In my role as a member of the CLC HSE Committee, I was also a member of the Regulatory Review Committee. The original intent of this Committee was to review health and safety legislation and provide recommendations on changes that are being considered. However, the Conservative government in their continued attack on workers' rights has indicated that they intend to transform this Committee into a consultative committee, which in essence will take away any input that we had in the past. The Committee was informed of this "transformation" once the government announced their intent to change the Canada Labour Code Part II which included the definition of danger and modified the right to refuse.

We have seen a significant increase in violence in the workplace at Canada Post. This is represented in worker to worker violence, employer to worker violence and customer to worker violence. The Union had filed a complaint with Human Resource Skill Development Canada (HRSDC) in 2012 given Canada Post's violations under Occupational Health and Safety Regulation 20. Despite numerous meetings with CPC, HRSDC and CUPW we have yet to receive a decision from the Health and Safety Officer's investigation.

Throughout the process we were able to achieve an agreement that the RSMC would receive payment for the violence training that Canada Post was providing. We were also, with the assistance of HRSDC, able to have Canada Post recognize that suicide, suicide attempts and domestic violence fall within the definition of violence under the Regulation.

Domestic Violence continues to be an enormous problem in our Society. The Canada Labour Congress has initiated some excellent work on the issue, which CUPW is a part of. I represented UNI Global Union in preparing a Social Sciences and Research grant application by the Western Education Centre for Research & Education on Violence against Women & Children to study the impact of domestic violence on workers and workplaces. There are collaborators from various parts of the world participating in the process.

Canada Post has been using the Traffic Safety Assessment Tool (TSAT) for Rural Mail Box delivery for many years, while excluding Local Joint Health and Safety Representatives from the process. Appeals Officer Richard Lafrance handed down his award in favour of CUPW this mandate; however Canada Post has challenged his decision. The appeal has been heard and once again we are waiting for a decision. I had begun working on this file in 2006 and here we are in 2015! Canada Post's contempt for their employee's health and safety has not changed.

The Appendix DD training has continued throughout this mandate. We were able to have additional CUPW facilitators trained however we are constantly challenging Canada Post on the lack of resources that they have been putting towards the training.

RSMC Technological Change Negotiations (Reaching Device and Right Hand Drive Vehicles)

As the lead representative on this file, I cannot remember how many times that I have mentioned the usefulness of the technological change language in the RSMC collective agreement. It was clear during the process that Canada Post would have proceeded unilaterally had the language not applied.

Canada Post has introduced the reaching device as a workplace tool to eliminate the ergonomic assistants that had been used for many years. This device was presented to Canada Post by an RSMC who thought that this would be an appropriate tool to facilitate mail delivery for RSMC and Canada Post moved forward with it, going as far as applying for a patent. It was during this same period that Right Hand Drive (RHD) Vehicles would be introduced for mail delivery to Rural Mail Boxes (RMBs).

This file required a great deal of time, energy and attention. In fact at the writing of this report, we still continue to meet with Canada Post to work out unresolved issues and more issues that come forward.

During this technological change negotiation, we were able to reach agreements on how the tool would be rolled out, subsequent ergonomic studies, development of training, paid training provided by RSMC (similar to the Urban Appendix DD training), compensation, numerous modifications to the device, paid vehicle circle checks as well as dealing with the many issues that arose during the implementation period.

I would like to take this opportunity to once again thank Brothers Francis B  nard, Chris Pleasants, Carl Girouard and Serge Champoux for their dedication and extreme hard work that went into working on this file. There were many long days and intense moments however without everyone's commitment; we would not have been in a position to obtain the agreements that were reached.

In conclusion

This mandate is soon coming to an end, and to say it was hectic is an understatement. Every day was a new adventure.

I would like to take this opportunity to thank my life partner, Wayne, forever patient and encouraging. So many times, I have been caught up in the work and have forgotten to let him know how much his support means to me.

I would like to thank the entire membership of CUPW who through all the ups and downs continued with their support. I am grateful for the trust and confidence that you have provided me.

Serving you has granted me the possibility to meet some fascinating and wonderful individuals and to countless opportunities; experiences which have contributed to my personal growth.

I consider it to have been an honour and a privilege to have represented and served you as 1st National Vice President during this past mandate.

In solidarity,

Gayle Bossenberry

REPORT
OF THE
NATIONAL SECRETARY-TREASURER

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

INTRODUCTION

Welcome to Toronto for the twenty-fifth convention of the Canadian Union of Postal Workers. Our National Constitution, in section 3.01, states that our conventions are to be held in the City of Ottawa unless the National Executive Board (NEB) decides by a two-thirds majority to hold it in another location, but even then in a central city of the country.

In my report to the 2011 convention, I described the circumstances that lead the NEB to decide to hold it in Toronto. The members of the Board as well as many delegates commented on how well suited the Westin Harbour Castle is for hosting our conventions. It is very convenient to have all delegates in one hotel, which also has a sufficient number of meeting rooms and a convention hall large enough to hold our delegates, observers and guests. From a financial perspective, total travel costs for delegates to downtown Toronto is less than getting everyone to Ottawa. There are however other conveniences and cost considerations that favour Ottawa as that is where our National Office is located. Shipping of materials and relocating staff to the convention site must be considered as well as the accommodation rates which are generally lower in Ottawa. Toronto has also adopted a Destination Marketing Fee for all hotel nights which has added an additional \$22,800 over accommodation costs for our 2011 convention.

When the Union was holding triennial conventions, contracts for the next one were already being negotiated before the current one opened. With a quadrennial convention, there is still time to review the situation before deciding where the next one will be held. I recommend to the NEB that a new market analysis be conducted before deciding the venue for the 2019 convention.

This is my sixth, and final, report to convention as National Secretary-Treasurer (NST). I observed in my previous report that unlike other tasks that get easier with practice, each one seems more difficult to draft than the previous report. With all the challenges faced during this mandate and the wide range of files the NST is involved with, it is also hard to know what needs to be included and in what detail. Many of the important issues will also be found in the reports of other National Officers and in the Board report itself.

Unlike previous terms when I had an opportunity to provide a detailed report on the Union's finances as an appendix to the Area Council discussion paper, you have not received such a document this time. Locals have recently received the audited financial statements for the General, Reserve and Defence Funds as well as for the Child Care Fund, the Education Fund and the International Postal Fund. Included with those statements was a report on the salaries and expenses of each of the elected National and Regional Officers and Union Representatives, as required under section 4.49 of the National Constitution.

Additionally, Locals received a copy of the budgets adopted by the NEB and periodic copies of the statements of Revenues and Expenses as reviewed and adopted by the Board. Further financial and administrative information, as well as statistical reports on our membership, has been provided with each verification of the National Board of Trustees. Their report to convention includes a copy of their fourth verification along with a summary analysis of their findings from all four verifications of this mandate.

Repeating all of the above in this report would not be very useful. However, you will find as appendices to this report, the following statements:

- The Balance of Funds, July 1, 2011 to June 30, 2015 (projected);
- Statement of Revenues and Expenses – General Fund, audited 2010 to 2014 and projected for 2015;
- Statement of Revenues and Expenses – Reserve Fund, audited 2010 to 2014 and projected to 2015;
- Statement of Revenues and Expenses – Defence Fund, audited 2010 to 2015 and projected to 2015.

There is no aspect of the work of the Union that does not involve one or more of the departments the National Secretary-Treasurer directly supervises. The membership department, dues processing and rebates, accounts payable and receivables, payroll and financial administration are the obvious ones. The functions of each of these departments are complex and require a knowledgeable, skilled and dedicated staff to keep the organization running smoothly.

The administration of the National Office entails many functions. Some as mundane as allocating parking spaces, dealing with mouse infestations or selecting coffee suppliers and others as complex as negotiating collective agreement with those who work for us. The physical plant of our building at 377 Bank Street, our Information Technology department as well as day-to-day labour relations with our staff including work distribution amongst them all fall within the portfolio of the National Secretary-Treasurer.

GENERAL FUND DEFENCE FUND AND RESERVE FUND

The General Fund functions as our operating account and is used to pay the day-to-day expenses of the Union. When budgets are prepared or when financial reports are examined by the National Executive Board, the focus is on the General Fund.

The basic dues collected from members are divided up 74% to the National Office and 26% to the Locals. Locals also receive an extra rebate of \$1.00 per member per month at a minimum of \$250 and maximum of \$1,000.00. This extra rebate in the 2013-2014 fiscal year took over \$1.38M from the 74% of dues allocated to the National Office.

The National Union also pays the entire premium for the basic life insurance plan provided to Members In Good Standing, their spouses/partners, children and retirees up to age 70. During this mandate, we have reduced the cost to the Union of this expenses by drawing on a surplus that has grown in the group life insurance plan. In two fiscal years, the surplus was used to cover three months premiums and in the current year, the surplus will pay six months premiums. At some point in the future, the surplus generated by the premiums paid for optional coverage should cover the entire cost of the basic plan.

A recent analysis of the last paragraph of section 7.08 of the National Constitution reveals that Locals should have been paying their percentage share of the basic insurance premium, a fact not incorporated into our computer redevelopment during the 1993-1996 mandate. The next National Executive Board will need to examine this situation and decide whether or not to proceed with a change.

Until the 1993 National Convention, 10% of the basic dues were deposited into the Defence Fund leaving 65 % to be divided between the General and Reserve Funds at a 95:5 ratio. At that time, Locals received 25% of the basic dues collected. Delegates to that Convention decided to amend section 7.20 of the National Constitution to deposit into the General Fund the 10% earmarked for the Defence Fund with any General Fund surplus being transferred to the Defence Fund at the end of each fiscal year. This was intended to be a temporary measure until the Union could “**bring our finances under control.**” Delegates to each subsequent Convention renewed this provision and did so again in 2011 against the recommendation of the Constitution Committee to reject the request of the National Executive Board to renew it for another mandate.

There is no resolution coming to this Convention to renew the diversion of Defence Fund money to the General Fund. There is a resolution permitting the National Executive Board to cover a General Fund deficit from the Defence Fund at the end of the fiscal year which I strongly recommend to be supported. I also recommend delegates support the National Executive Board resolution on dues restructuring which includes a change in the monthly contribution to the Defence Fund from 10% to 5%.

A review of the results of the 1993 change to section 7.20 might assist delegates in their deliberations on these resolutions.

In the 1990-1993 mandate, while 10% of dues were directed to the Defence Fund, the General Fund incurred a deficit of over \$8M. That deficit generated interest payments to our bank of over \$780,000. During that mandate, the Defence Fund grew by \$9.3M but convention directed the \$8M deficit of the General Fund be retired from the Defence Fund, leaving a net increase of only \$1.3M. It should be noted that was a time of high interest rates. The interest earned in the Defence Fund in the 1992-1993 fiscal year was just over \$1.3M.

Following the adoption of the amendment to 7.20, the Union recorded surpluses as follows: 1994 - \$730,000; 1995 - \$980,000; 1996 - \$360,000, resulting in transfers to the Defence Fund of \$1.6M.

In the mandate that followed however, the Union experienced deficits in each fiscal year to a total of \$1.4M which delegates voted to retire from the Defence Fund, notwithstanding the fact that the only income the Defence Fund received was from interest. It should also be noted that in 1997, \$8.1M was paid out in strike pay.

The delegates to the 2002 convention voted to renew the provision in 7.20 as well as pay an accumulated General Fund deficit of \$2.2M out of the Defence Fund. In addition, the Union had turned to the Defence Fund for external organizing funds during the 1999-2002 mandate. That continued for another three years taking a total of \$2.6M from the Defence Fund over a six-year period.

During the 2002-2005 mandate, I worked with the National Executive Board to build a common understanding among Board members of the realities of our finances. We brought in a facilitator, Mr. David Armour to assist in the process over the course of four full day sessions spread out over several months. A more detailed account of the process is in my 2005 convention report but the results speak for themselves.

We were able to establish realistic budgets for the General Fund in the following years that not only provided surpluses each year but also set aside money for major expenditures like National Conventions, negotiations and major meetings not occurring each fiscal year. The reported surpluses were as follows: 2004 - \$315,000; 2005 - \$1.4M; 2006 - \$615,000; 2007 - \$1.1M.

A deficit in the 2008 fiscal year of \$2.6M however indicated that the National Executive Board needed to return to its original plan, revamp it and make necessary adjustments. For many reasons, not the least of which was a major change in the individuals on the NEB, along with the multitude of issues dealt with by this Board as outlined in the Board report, we were not able to return to that process and get our finances back on track. There was some hope as well that the structural review would present solutions to our chronic financial problems. While we had some success over the past decade in managing our General Fund expenses within the revenues provided, we must never lose sight of the fact that those revenues were augmented by the 10% earmarked for the Defence Fund. Further, delegates to conventions since 1993 have continued to add expenses to be covered by the National Union without a great deal of consideration or direction as to where the funds would come from. The exception is the 2011 Convention where numerous expenses were curtailed by delegates.

The chart below provides some examples of increases as well as savings in 2011.

1996

- √ National Human Rights Committee - 1 meeting + \$34,000/year;
- √ Reduced NEC by 2 - \$92,000 savings;
- √ Increased Union Representatives by 6 = \$250,000/year;
- √ Replace RUE&GC with National Presidents’ meeting + \$300,000/mandate.

1999

- √ Add a second National Human Rights Committee meeting + \$40,000/year;
- √ National Human Rights funding + \$80,000/year;
- √ National Union Representative for Organizing + \$43,000/year plus travel and per diem.

2002

- √ Increase salaries of Officers and Union Representatives + \$380,000/year;
- √ Representatives of National Women’s Committee and National Human Rights Committees’ reports to the National Executive Board + \$5,000/year.

2005

- √ Add one Regional Union Representative + \$54,000/year plus travel and per diem;

2008

- ✓ Add three Regional Union Representatives + \$180,000/year plus travel and per diem
- ✓ Carry over of unspent Women’s and Human Rights Committees’ funding = at least \$150,000/mandate;
- ✓ Provide up to 10 days per year for Women’s Committee Representatives = potential \$16,000/year

2011

- ✓ Reduce National Committee Meetings from 2 to 1 per year:

| | |
|---------------------------------------|-----------|
| National Board of Trustees: | \$ 14,000 |
| National Work Measurement Committee: | \$ 14,000 |
| National Health and Safety Committee: | \$ 23,000 |
- ✓ Elimination of Area councils : \$530,000/term or \$132,000/year
- ✓ Videoconferencing System: Cost \$524,000 over 4 years = net savings \$93,000 over 4 years
Increase utilization will create more savings.

The amounts reported are only for the year the change was adopted. Each has increased annually. Some changes, especially the addition of positions, have ripple effects that increase other costs.

In 2008, the basic dues rate was increased from 290% of the top PO-2 rate to 300% for a General Fund increase of 3.45%. However, the percentage sent to Locals was increased from 25% to 26% so the net effect for General Fund revenue was only 1.5%. Further, the “extra rebate” increase noted above all but cancelled out the 1.5%. The implementation of Postal Transformation has reduced the number of indeterminate employees though the employer’s erratic utilization of temporaries has tempered the potential loss of revenue to some extent. The elimination of door-to-door delivery has had some effect on revenues to date but the greatest impact of this is yet to come. It is difficult to project the full extent as RSMC numbers continue to increase and some initiatives within Group 2 have resulted in an increase of positions by close to 20%. The wage increases in 2011, 2012, 2013 and 2014 have also compensated for the loss of some positions. We also are increasing the number of members in Private Sector Bargaining Units, a fact that also helps our bottom line.

During the 2015-2019 mandate, there will be contributions to the Defence Fund on a monthly basis. The percentage contributions will be decided at this convention. Whether the rate is 10% or 5%, the incoming National Executive Board will need to find equivalent cost reductions in the General Fund. In my report to the 2011 Convention, I projected a cumulative deficit to the end of the 2015 fiscal year of just over \$4M, with the renewal of section 7.20 and predicted membership losses over the four-year period. The fiscal restraint exercised by the National Executive Board, coupled with a slower membership reduction than predicted, has resulted in a projected surplus of \$800,000 by the end of June 2015.

The other factor that has caused us to avoid that deficit is the \$1.97M collected in the four special levy assessments for the 2015 National Convention.

There are budget lines in the General Fund for expenses that do not necessarily occur every fiscal year. Expenses like the National Convention and the pre-convention Regional Conferences, pre-negotiation Regional Conferences and the negotiations themselves.

In order to ensure those items do not have an inordinate impact on our budget in the years they occur, we set aside funds in the Reserve Fund on a yearly basis to be used when those events occur. The accounting department keeps close track of those reserves held in the Reserve Fund and then draws on those funds when needed.

The General Fund statement in the appendices to this report shows a projected deficit for 2014-2015 of almost \$2.5M. This deficit is wholly because of the expenses reported for the Regional Conferences (both pre-convention and pre-negotiations) and the Convention itself. Applying the \$1.97M of the special levy to the Convention cost of \$3.06M reduces that deficit to \$0.5M. Also in the Reserve Fund are the previously set aside reserves for the Regional Conferences which, if applied in their entirety against the 2014-2015 General Fund expenses for those items, results in the \$800,000 surplus noted above.

This shows why it is important to review together the statements for the General and Reserve Funds as well as the report on fund balances to get a complete picture of our finances.

LABOUR RELATIONS

An important element of the National Secretary-Treasurer's work is the administration of the Union. A large part of that is being one of the Union's management representatives in dealing with our employees.

During this term, we have negotiated changes in the collective agreement between CUPW and COPE 225. While the CUPE 1979 agreement shows an expiry date of August 15, 2013, the parties have not started negotiations for a renewal. That must be done in the coming year.

The contract negotiations with COPE 225 was not an easy or happy experience for either party. Coming out of the 2011 Convention, we believed the 2015 Convention would most likely bring structural changes which would require closing or downsizing some Regional Offices. This meant we needed to adjust collective agreement provisions to permit those changes if necessary while respecting long established job security provisions. The representatives for COPE 225 negotiated in a professional manner and I want to join with Sister Bossenberry in thanking them for their diligence and hard work in reaching the current agreement.

It is my experience that our employees are as committed to the success of CUPW and our members as any of our boldest activists. That being said, it is still important to recognize that an employer/employee relationship exists between us. One of the cost containment measures adopted last term was a more rigorous application of collective agreement provisions around the scheduling and utilization of leave in both bargaining units. This has continued this term. We also have paid more attention to staffing requirements, analyzing where current work methods and technologies provide opportunities to not fill vacancies. Distributing tasks differently has resulted in less reliance on replacement employees to cover absences. All of this has helped CUPW financially.

Our approach this term has had some negative impact on our labour relations as well as on the sense of collegiality previously enjoyed at the National Office. The re-emergence of the National Office Christmas social event this year is an encouraging sign and I believe more needs to be done and can be done to improve the working environment.

In our efforts to be better managers, we may have gone too far towards the master/servant model followed by Canada Post. We need to exhibit more trust in the commitment of our employees to the Union and in the skills and abilities they bring to the table.

INFORMATION TECHNOLOGY

In my 2011 report, I noted that the 2008-2011 term had been remarkable for the absence of difficulties experienced with our IT systems and software. I am pleased to report a continuation of that situation.

In my 1999 report, I quoted a consultant's review of our systems as follows:

"The eclectic mix of operating systems and network protocols results in an unmanageable IT environment. The ultimate goal of any installation is stability, supportability and reliability."

Our IT department has provided us with stability and reliability while keeping all our systems fully supported.

The major IT addition this term is our video-conferencing system, mandated by delegates to the 2011 Convention. Following convention, we immediately went to market to obtain a system that best suited our requirements.

Having a system that simultaneously connects with ten locations (the eight Regional Offices, our 5th floor boardroom and the interpretation booth) with quality video and audio as well as incorporating teleconferencing in both languages has been a challenge. Sending video over the Internet takes a great deal of bandwidth as well as requiring stability of the transmission. We discovered that the Internet “pipes” being provided by the telephone companies in some provinces were not a proper size and definitely were not stable. It took some time to work out most of these deficiencies and the system is significantly more reliable now than when first introduced. Improvements in the software running our system have also had a good effect.

We have expanded use of the system for more meetings than just those of the NEB and there is great potential to more effectively use it.

Another IT initiative this term has been to redesign and revamp our National website. The work has been ongoing for several months involving input and approvals from every department and officers. By the time Convention convenes you will have, I am sure, been duly impressed by the results. Not only is the site more attractive and user friendly, it provides the Union with significant amounts of information about those who visit it.

MEMBERSHIP DEPARTMENT

Our membership department systems and procedures were developed when we were ostensibly a single employer Union. Further, the size of our Canada Post bargaining units in relation to our private sector bargaining units (PSBU’s) dictates that the greatest share of our resources for membership systems is directed to urban Operations and RSMC members.

Our software modules in ORACLE for membership data processing incorporate our constitutional as well as collective agreement provisions. Integrating into those modules PSBU’s where the collective agreements do not necessarily provide standard reporting requirements for things like hiring, release, unpaid leave, etc., create challenges for us at the national level. The Trustees have noted some of the effects of those problems as well as measures taken to address them.

Following unsuccessful attempts to integrate the diverse collective agreement provisions of our PSBU’s into automated processes in ORACLE, we decided to designate one particular membership record clerk to monitor PSBU’s and lead the various administrative procedures required. The difficulty with this approach is that the work becomes dependent upon one individual. During this mandate, we have ensured that all membership record clerks have become familiar with the PSBU requirements.

As we continue to integrate the PSBU collective agreements into ORACLE systems, we must ensure those negotiating contracts for PSBU members include in those agreements employer obligations for notifying the Union when hiring, firing, placing people on leave etc.

THE CANADA POST PENSION PLAN AND PENSION ADVISORY COUNCIL

It has again been a privilege to represent our members on the Pension Advisory Council (PAC) of the Canada Post Corporation Pension Plan. Along with Sisters Bossenberry and Cleroux and Brothers Lafleur and Champoux as well as other bargaining agent appointees and Sister Micki McCune as the elected representative for all plan members, we have been able to monitor the performance of the plan's administration and investments.

I have been involved with the plan in an advisory capacity since the inception of the PAC in 2001. Our unease with having the Corporation act as both sponsor and administrator of the plan has increased considerably this term and recent events have shown that our fear of corporate bias in making decisions about the plan are completely founded in reality.

During the last round of negotiations, it was clear the defined benefit pension plan was becoming a critical issue for Canada Post. The National Executive Board called on the expertise of union side actuaries and pension lawyers to educate ourselves on plan design, evaluation and funding. We held intensive educational sessions for board members to ensure there was common understanding of pension issues by all board members.

The Board agreed on the aspects of our plan that could be changed if necessary, providing the greatest funding relief but least impact on benefits. Armed with this knowledge and latitude, the NEB instructed Sister Bossenberry and me along with legal counsel to initiate discussions with senior management about solutions for their funding crisis. We were not, however, to put any cards on the table until the employer had completely shown its hand in respect of the corporate plans. We required complete disclosure. There were three meetings in the fall of 2013 where the parties danced around the issues and discussed the need for "building bridges" and trust.

The events of December 10 and 11, 2013 completely shut off any ability for the parties to continue those discussions and convinced me of the futility of attempting to hold meaningful discussions with Canada Post management.

After months of hearing corporation vice-presidents whine about the pension plan solvency deficit and how the Corporation would need to declare bankruptcy by June 2014 if a solution was not found, on December 10, 2013 the Minister of Finance announced a four-year period of solvency payment relief for Canada Post Corporation. This announcement was the equivalent of giving the Corporation a gift of \$1B per year, or more if the solvency position deteriorates over this period. This decision is the best example to highlight the conflict of interest shown by Canada Post in its dual role of plan sponsor and administrator.

The result benefits the Corporation as plan sponsor by over \$1B per year, yet weakens the financial position of the plan and jeopardizes the benefits payable to plan members. The Corporation took this action without any notice to or consultation with plan members. It is that stark reality which prompted CUPW and PSAC to contact the Office of the Superintendent of Financial Institutions (OSFI) requesting that Canada Post be removed as plan administrator.

The Corporation had, up to December 2013, been covering its solvency deficit payments with an arrangement with the Government equivalent to a line of credit. The Government charged the Corporation \$6.6M for this arrangement for 2013. The Corporation has refused to disclose how much it will be paying for the relief for the three years, 2014 through 2016.

OSFI responded by holding a meeting with plan member representatives and corporation executives to hear first-hand our concerns and the responses of the Corporation. They also attended a meeting of the PAC where they observed the Corporation behaving exactly in the manner we had complained of. Instead of taking the extraordinary step of replacing Canada Post as administrator OSFI directed the Corporation to work with plan member representatives to establish a Communication and Consultation Committee whose mandate is to ensure “an enhanced level of timely and meaningful consultation takes place with Plan members and beneficiaries on matters that affect their rights and interest under the Plan.”

In order to comply with OSFI’s directive within the timeframe provided, a Framework Committee was established composed of appointed representatives of all stakeholders. The Framework Committee completed its work to the satisfaction of OSFI by the end of the summer 2014. The task of populating the Communication and Consultation Committee with elected representatives is proceeding as this report is being written. By the time of Convention, we expect its first meetings will have been held. I personally have doubts of whether or not this committee will affect or change Canada Post’s behaviour with respect to the pension plan. This whole process may be a diversionary tactic exercised by OSFI to get Canada Post beyond the initial crisis caused by the Government’s solvency relief announcement of December 10. I do not need, in this report, to remark on the Corporation’s actions of December 11, 2013 in announcing its 5 Point Plan. Those events are recounted elsewhere.

Over the past two years, I have made myself available to speak with groups of our retirees about their pension plan and answer their questions to the best of my knowledge. It has been an honour to attend those meetings and speak directly with the brothers and sisters who built this great Union.

APPENDIX “T”

Appendix “T” is another area of the Union’s work where I have direct contact with Canada Post Corporation representatives on a regular basis and is an integral part of my work.

Trying to move new initiatives forward with mechanisms under “T” is frustrating to the extreme. The Corporation has chosen to attach labour relations officers to the “T” working committee instead of operations personnel. In the result, we see no “buy on” to projects by the Corporation, only cautious, conservative attitudes which are anathema to any bold ideas or initiatives. Despite the Corporation’s unhelpful approach, our Appendix “T” employees, Lynne Pajot and Christopher Schwartz, are amazing assets for the Union and continue to push our interests forward.

In my previous convention report, I talked about the revamping of the Apprenticeship Training Program forced on us at the insistence of the Corporation. The program we had developed and guided had been a tremendous success. Virtually all apprentices accepted into our program successfully graduated with very high marks. Our final graduating class was 50% women, thereby achieving one of the goals we had set for the program.

The Corporation dismantled our successful program and instituted a different approach. Instead of modules and courses tailored for postal technicians, they send apprentices to general electro-mechanical training at the community college level for two years and then provided specialized instruction on postal machines once they have graduated. The apprentices in the current program exhibit greater difficulty in school and there is an unacceptable drop out rate. Notwithstanding these problems, we will continue to support our apprentices and push to give more opportunities for members to enter the skilled trades.

Many of our “T” projects are related to contracting in work which entails keeping involved with Groups 3 and 4 members. In an effort to ensure we properly represent their interests, we recently hosted a conference of Groups 3 and 4 representatives from across the country. This is an initiative we must keep up on a regular basis as the knowledge exchanged at the conference will be invaluable in the upcoming round of negotiations.

One benefit we get from the funding provided by Appendix “T” is the Union’s involvement in the Rutgers University annual conference on the economics of posts and logistics. CUPW has been a conference sponsor for at least 10 years and as a sponsor representative, I sit on the planning committee. The conferences are usually held in Europe as the majority of participants live and work there. The participants include economists, lawyers specializing in regulation and competition, postal administrators, regulator representatives and individuals employed in the posts and logistics industry. CUPW became involved at the prompting of the National Association of Letter Carriers who, with us, have brought along the Communication Workers Union from Great Britain as well as UNI.

Over the past five years, I have chaired conference sessions and CUPW always presents a paper on postal issues prepared by Brother Geoff Bickerton and Sister Kathie Steinhoff. The information gained at these conferences is incredibly valuable for CUPW and I recommend we continue our involvement in the Rutgers conferences.

THANKS TO OUR STAFF

I personally view this part of my report as perhaps the most important but also the most inadequate acknowledgement of the work done by my support staff who work so hard on your behalf. If I have enjoyed some success this term as National Secretary-Treasurer, the credit goes to our National Office personnel.

Our Director of Finance and Administration, Ms. Linda Desjardins Bergeron has been with us a little more than one year. She has ably carried on the work of Mr. Sylvain Beaudry of keeping the NEB informed on the state of our finances, managing our investments and cash flow and leading the administrative functions in a multi-million dollar endeavour.

In our IT department Mr. Rick Martel, Director of Information Technology, and Ms. Deborah Roache, Director of E-Business, have been responsible for bringing to our systems the stability, reliability and supportability mentioned earlier in this report. The team they have assembled and supervise have enhanced our technological capabilities.

Sisters Claire Gravelle and Angèle Morin are the Administrative Assistants who have supported my work for the past 19 years. They are true professionals who always can be counted on. Organizing Board meetings, national committee meetings, National Convention as well as performing all the administrative duties for the National Secretary-Treasurer come second nature to them. As I complete my term as NST, Sister Gravelle is heading into retirement and the Union will not only miss her good-natured efficient manner but also her historical knowledge of the organization.

Locals with questions or problems with dues and rebates are able to count on Ms. Maggie Bérubé-Collins to provide answers and solutions. Membership Record Clerk, Sandra Figueiredo expanded her role to include rebate processing following the retirement of Ms. Veronica Malette after 37 years serving the membership. Sister Figueiredo also leads our private sector bargaining unit membership work.

During this term, former Printing and Purchasing Clerk Evan Thornton joined the membership department as did Sister Jackie Morris who previously held an Administrative Assistant's position. This team ably keeps our membership records up-to-date and are always eager to assist Locals in that regard.

The accounting department staff bring a great deal of value to the Union. Ms. Carole Blais and Ms. Line Denis ensure our suppliers are promptly paid. They both earn the gratitude of the Officers and Union Representatives by ensuring expense claims are quickly and accurately paid. They also help me by making sure expense claims are supported with proper documentation, including travel authorization forms. Sister Denis also monitors Local Annual Financial Statements, providing updates to me on a regular basis.

Ms. Sylvie Houle is our Senior Bookkeeper. Her professional abilities are a great asset for us and augments the work done by the Director of Finance and Administration. Mr. Mario Cloutier, our Payroll Clerk, makes certain we all receive bi-weekly recognition for our work. His participation on the National Office Joint Health and Safety Committee is appreciated by all and helps us maintain a safe working environment.

To the end of February this year, Ms. Nicky Gaffney has kept track of the funds in the Union Education Fund and the Child Care Fund. We are very grateful for the expertise and diligence she has brought to that work. Nicky also did the accounting for the CUPW Building Society, the holder of our real estate assets. Nicky has accepted employment with more responsibility with another organization and they are fortunate to gain such a high caliber employee. With her departure, we welcome Ms. Gail Clement who we are confident will do a great job.

Locals having problems or with questions about Union leave billings under 26.06 of the Urban Operations Collective Agreement or 21.02 of the RSMC contract know they can count on Ms. Johanne Toner to assist them. In addition to that work, Johanne assists in other accounting functions when others are away on leave.

As you can perhaps tell, I am very appreciative of this impressive team of employees who all provide excellent service to the members of CUPW. While it seems inadequate to express my thanks through this report, I believe it is important for delegates to be provided with some insight into the staff requirements of the organization funded by their dues.

Finally, I wish to thank the members who have entrusted to me the duties of National Secretary-Treasurer for the past 19 years. It has been an honour and a privilege to serve you. I hope I have not caused any to lose confidence in my commitment or dedication to you.

Have a great Convention!

In solidarity,

George Kuehnbaum,
National Secretary-Treasurer.

/akm
cope 225
Enclosures.



BALANCE OF FUNDS

APPENDIX "A"

| | GENERAL FUND | DEFENCE FUND | RESERVE FUND |
|---|---------------------|---------------------|---------------------|
| Balance of funds June 2013 | -\$1,228,861 | \$17,354,511 | \$8,105,210 |
| Excess of revenue over expenses- 2014 (expenses over revenue) | \$2,320,838 | \$1,107,650 | \$1,792,601 |
| Remeasurements - employee future benefits | -\$632,448 | | |
| Transfer to the Reserve Fund 2014 | -\$2,320,838 | | \$2,320,838 |
| Balance of funds June 2014 | -\$1,861,309 | \$18,462,161 | \$12,218,649 |
| Excess of revenue over expenses- 2015 (expenses over revenue) | -\$2,493,975 | \$607,118 | \$1,630,746 |
| Transfer from the Reserve Fund 2015 for current activities | \$2,118,070 | | -\$2,118,070 |
| Balance of funds projected 2015 | -\$2,237,214 | \$19,069,279 | \$11,731,325 |



STATEMENT OF THE GENERAL FUND

APPENDIX "B"

| | Actual for year ending June 30, 2010 | Actual for year ending June 30, 2011 | Actual for year ending June 30, 2012 | Total for three years ending June 30, 2012 | Actual for year ending June 30, 2013 | Actual for year ending June 30, 2014 | Projections for year ending June 30, 2015 | Total for three years ending June 30, 2015 |
|-----------------------------------|--|--|--|--|--|--|---|--|
| REVENUE | | | | | | | | |
| Per Capital Tax | \$26,011,174 | \$26,023,036 | \$26,905,530 | \$78,939,740 | \$26,800,376 | \$26,616,208 | \$27,120,845 | \$80,537,429 |
| Investments | \$102,210 | \$32,661 | \$78,432 | \$213,303 | -\$45,648 | \$502,453 | \$171,776 | \$628,581 |
| Other | \$353,154 | \$220,513 | \$142,273 | \$715,940 | \$139,702 | \$183,043 | \$123,845 | \$446,590 |
| Total Revenue | \$26,466,538 | \$26,276,210 | \$27,126,235 | \$79,868,983 | \$26,894,430 | \$27,301,704 | \$27,416,466 | \$81,612,600 |
| EXPENSES | | | | | | | | |
| Administration | | | | | | | | |
| Affiliation fees | \$560,805 | \$558,950 | \$561,275 | \$1,681,030 | \$552,389 | \$544,441 | \$561,000 | \$1,657,830 |
| Amortization of capital assets | \$344,112 | \$277,855 | \$386,056 | \$1,008,023 | \$219,764 | \$227,979 | \$263,511 | \$711,254 |
| Computerization | \$393,833 | \$477,244 | \$304,905 | \$1,175,982 | \$432,671 | \$370,255 | \$527,446 | \$1,330,372 |
| Equipment rental | \$258,397 | \$255,872 | \$210,227 | \$724,496 | \$181,578 | \$177,361 | \$166,320 | \$525,259 |
| Equipment repairs and maintenance | \$92,794 | \$109,590 | \$74,842 | \$277,226 | \$65,727 | \$65,774 | \$82,738 | \$214,239 |
| General | \$10,813 | \$8,055 | \$13,252 | \$32,120 | \$7,542 | \$8,388 | \$7,750 | \$23,680 |
| Insurance | \$33,220 | \$52,202 | \$21,865 | \$107,287 | \$23,902 | \$26,460 | \$26,793 | \$77,155 |
| Interest and bank charges | \$5,963 | \$5,432 | \$7,119 | \$18,514 | \$4,868 | \$4,559 | \$5,650 | \$15,077 |
| Library | \$50,158 | \$72,332 | \$75,054 | \$197,544 | \$71,911 | \$73,246 | \$58,514 | \$203,671 |
| Office rental and maintenance | \$1,516,983 | \$1,564,186 | \$1,597,030 | \$4,678,199 | \$1,513,964 | \$1,605,622 | \$1,563,207 | \$4,682,793 |
| Postage | \$346,009 | \$324,791 | \$310,047 | \$980,847 | \$228,698 | \$319,881 | \$422,840 | \$971,419 |
| Printing and supplies | \$321,673 | \$227,388 | \$236,954 | \$786,015 | \$160,148 | \$195,318 | \$216,000 | \$571,466 |
| Professional fees - audit | \$40,279 | \$40,906 | \$48,680 | \$129,865 | \$46,692 | \$57,574 | \$50,000 | \$154,266 |
| Professional fees - other | \$164,232 | \$103,349 | \$45,563 | \$313,144 | \$70,730 | \$89,418 | \$81,500 | \$241,648 |
| Public relations and advertising | \$13,093 | \$15,978 | \$11,527 | \$40,598 | \$8,368 | \$14,183 | \$15,000 | \$37,551 |
| Relocation | \$62,453 | \$20,015 | \$184,482 | \$266,950 | \$82,907 | \$35,655 | \$180,000 | \$298,562 |
| Telephone, fax and cellular | \$336,127 | \$333,917 | \$351,374 | \$1,021,418 | \$338,392 | \$386,594 | \$448,540 | \$1,173,526 |
| T.T.A. accommodation | \$79,838 | \$121,269 | \$94,073 | \$295,180 | \$49,613 | \$33,630 | \$70,000 | \$153,243 |
| Total Administration | \$4,630,782 | \$4,569,331 | \$4,534,325 | \$13,734,438 | \$4,059,864 | \$4,236,338 | \$4,746,809 | \$13,043,011 |



STATEMENT OF THE GENERAL FUND

APPENDIX "B"

| | Actual for year ending June 30, 2010 | Actual for year ending June 30, 2011 | Actual for year ending June 30, 2012 | Total for three years ending June 30, 2012 | Actual for year ending June 30, 2013 | Actual for year ending June 30, 2014 | Projections for year ending June 30, 2015 | Total for three years ending June 30, 2015 |
|--|--|--|--|--|--|--|---|--|
| Salaries & fringe benefits | | | | | | | | |
| National Officers, Directors and others | \$4,436,433 | \$4,315,216 | \$4,680,315 | \$13,431,964 | \$4,556,279 | \$4,734,581 | \$4,981,566 | \$14,272,426 |
| Staff - national and regional offices | \$4,285,452 | \$4,434,516 | \$4,368,195 | \$13,088,163 | \$4,251,191 | \$4,177,832 | \$4,333,070 | \$12,762,093 |
| Fringe benefits | \$3,217,075 | \$3,453,135 | \$3,499,361 | \$10,169,571 | \$3,316,207 | \$3,352,521 | \$3,463,587 | \$10,132,315 |
| Total Salaries | \$11,938,960 | \$12,202,867 | \$12,547,871 | \$36,689,698 | \$12,123,677 | \$12,264,934 | \$12,778,223 | \$37,166,834 |
| Per diem and travel | | | | | | | | |
| National Officers, Directors and Union Representatives | \$1,522,857 | \$1,236,686 | \$898,617 | \$3,658,160 | \$943,871 | \$885,156 | \$830,713 | \$2,659,740 |
| Automobile expenses | \$71,439 | \$84,916 | \$76,231 | \$232,586 | \$79,697 | \$72,804 | \$75,532 | \$228,033 |
| Total per diem and travel | \$1,594,296 | \$1,321,602 | \$974,848 | \$3,890,746 | \$1,023,568 | \$957,960 | \$906,245 | \$2,887,773 |
| Meetings and services | | | | | | | | |
| Appeal Board | \$5,065 | \$254 | \$946 | \$6,265 | \$3,894 | \$0 | \$5,000 | \$8,894 |
| Arbitration | \$3,322,550 | \$4,126,541 | \$3,564,668 | \$11,013,759 | \$3,111,138 | \$3,295,135 | \$2,981,498 | \$9,387,771 |
| Area council | \$5,890 | \$521,273 | \$193 | \$527,356 | \$0 | \$0 | \$0 | \$0 |
| Clear language committee | \$55,189 | \$8,701 | \$0 | \$63,890 | \$0 | \$0 | \$0 | \$0 |
| Constitutional conference | \$20,894 | \$859,001 | \$147 | \$880,042 | \$0 | \$0 | \$786,810 | \$786,810 |
| Convention | \$0 | \$1,353 | \$3,474,518 | \$3,475,871 | \$122 | \$0 | \$3,056,947 | \$3,057,069 |
| Disciplinary committees | \$31,916 | \$2,173 | \$15,204 | \$49,293 | \$9,425 | \$2,380 | \$14,000 | \$25,805 |
| Education Seminars | \$242,582 | \$210,995 | \$146,304 | \$599,881 | \$232,224 | \$89,988 | \$310,000 | \$632,212 |
| Accumulated Funds Equity groups participation | \$0 | \$0 | \$0 | \$0 | \$47,200 | \$373,338 | \$0 | \$420,538 |
| Funding - 7.57 | \$3,529 | \$2,669 | \$1,352 | \$7,550 | \$594 | \$0 | \$65,000 | \$65,594 |
| Child Care - 7.63 | \$58,349 | \$47,211 | \$11,760 | \$117,320 | \$15,870 | \$11,770 | \$39,500 | \$67,140 |
| Funding - Women Participation - 7.58 | \$24,406 | \$79,082 | \$44,523 | \$148,011 | \$21,973 | \$12,617 | \$80,000 | \$114,590 |
| Funding - Human Rights Forums - 7.59 | \$1,896 | \$41,245 | \$61,994 | \$105,135 | \$570 | \$6,833 | \$80,000 | \$87,403 |
| Funding - 11.07 Quebec Women's funding biennial Conference | | | \$18,001 | \$18,001 | \$0 | \$0 | \$20,000 | \$20,000 |
| Journal | \$144,053 | \$55,495 | \$53,263 | \$252,811 | \$106,786 | \$118,834 | \$120,000 | \$345,620 |
| Legal fees | \$1,460,830 | \$1,477,004 | \$1,711,028 | \$4,648,862 | \$1,253,742 | \$1,117,391 | \$1,032,400 | \$3,403,533 |
| Lost wages | \$0 | \$152,099 | \$427,804 | \$579,903 | \$198,104 | \$0 | \$0 | \$198,104 |
| National Board of Trustees | \$81,864 | \$73,187 | \$47,190 | \$202,241 | \$42,865 | \$49,649 | \$65,166 | \$157,680 |
| National Executive Board (NEB) meetings | \$75,668 | \$180,604 | \$92,208 | \$348,480 | \$99,387 | \$80,708 | \$94,144 | \$274,239 |
| NEB and Regional Executive Committee meetings | \$44,130 | \$155 | \$49,797 | \$94,082 | \$54,462 | \$48,623 | \$54,008 | \$157,093 |



STATEMENT OF THE GENERAL FUND

APPENDIX "B"

| | Actual for year ending June 30, 2010 | Actual for year ending June 30, 2011 | Actual for year ending June 30, 2012 | Total for three years ending June 30, 2012 | Actual for year ending June 30, 2013 | Actual for year ending June 30, 2014 | Projections for year ending June 30, 2015 | Total for three years ending June 30, 2015 |
|--|--|--|--|--|--|--|---|--|
| National Executive Committee meetings | \$53,901 | \$29,545 | \$29,792 | \$113,238 | \$34,755 | \$36,267 | \$34,050 | \$105,072 |
| National Health and Safety | \$40,649 | \$18,335 | \$22,573 | \$81,557 | \$16,449 | \$18,333 | \$24,531 | \$59,313 |
| National Human Rights Committee | \$170,513 | \$155,394 | \$107,916 | \$433,823 | \$184,130 | \$143,771 | \$208,852 | \$536,753 |
| National Presidents' Meeting | \$589,811 | \$368 | \$0 | \$590,179 | \$702,776 | \$240,054 | \$0 | \$942,830 |
| National Work Measurement | \$39,689 | \$20,755 | \$22,214 | \$82,658 | \$22,206 | \$20,627 | \$26,096 | \$68,929 |
| National Women's Committee | \$49,362 | \$30,721 | \$55,396 | \$135,479 | \$55,234 | \$63,507 | \$65,018 | \$183,759 |
| Negotiating Committee (urban) | \$44,621 | \$1,132,730 | \$698,840 | \$1,876,191 | \$456,474 | \$147,782 | \$100,000 | \$704,256 |
| Negotiation - External (PSBU) | \$9,407 | \$6,945 | \$47,687 | \$64,039 | \$96,514 | \$75,117 | \$70,000 | \$241,631 |
| Organization - Modern Post | \$353,227 | \$277,286 | \$423,144 | \$1,053,657 | \$503,203 | \$0 | \$0 | \$503,203 |
| Other | \$18,239 | \$10,457 | \$5,288 | \$33,984 | \$9,338 | \$61,903 | \$17,000 | \$88,241 |
| Pre-Negotiation Conference | \$634,322 | | \$548 | \$634,870 | \$0 | \$0 | \$705,589 | \$705,589 |
| RSMC negotiations | \$445,301 | \$510,523 | \$564,963 | \$1,520,787 | \$370,707 | \$6,914 | \$0 | \$377,621 |
| RSMC servicing | \$0 | \$808 | \$4,100 | \$4,908 | \$0 | \$0 | \$0 | \$0 |
| Referendum Meetings | \$7,185 | \$54,711 | \$10,307 | \$72,203 | \$83,572 | \$0 | \$40,000 | \$123,572 |
| Registration | \$22,049 | \$45,015 | \$31,162 | \$98,226 | \$23,165 | \$69,517 | \$50,555 | \$143,237 |
| Save Canada Post Campaign | | | | \$0 | \$0 | \$570,000 | \$500,000 | \$1,070,000 |
| Resolution committee | \$0 | \$14,530 | \$0 | \$14,530 | \$0 | \$0 | \$0 | \$0 |
| Seniority project | \$27,176 | | \$1,166 | \$28,342 | \$0 | \$0 | \$0 | \$0 |
| Members' Short Term Disability Program (STDP) | | | | \$0 | \$0 | \$227,153 | \$200,000 | \$427,153 |
| Social stewards | | | \$0 | \$0 | \$1,087 | \$0 | \$3,000 | \$4,087 |
| Trade union and coalition support | \$140,096 | \$184,937 | \$107,855 | \$432,888 | \$154,278 | \$228,824 | \$210,000 | \$593,102 |
| Transition Committee | \$0 | \$40,024 | \$59,641 | \$99,665 | \$12,239 | \$0 | \$0 | \$12,239 |
| Organization - Internal | \$137,863 | \$29,054 | \$12,200 | \$179,117 | \$61,122 | \$367,842 | \$420,000 | \$848,964 |
| Women's participation accumulated funds 7.58 | \$0 | \$0 | \$0 | \$0 | \$29,484 | \$36,757 | \$0 | \$66,241 |
| Total meetings and services | \$8,362,222 | \$10,401,180 | \$11,925,692 | \$30,689,094 | \$8,015,089 | \$7,521,634 | \$11,479,164 | \$27,015,887 |
| Total Expenses | \$26,526,260 | \$28,494,980 | \$29,982,736 | \$85,003,976 | \$25,222,198 | \$24,980,866 | \$29,910,441 | \$80,113,505 |
| Excess of Revenue over Expenses (Expenses over Revenue) | -\$59,722 | -\$2,218,770 | -\$2,856,501 | -\$5,134,993 | \$1,672,232 | \$2,320,838 | -\$2,493,975 | \$1,499,095 |



STATEMENT OF THE DEFENCE FUND

APPENDIX "C"

| | Actual for year ending June 30, 2010 | Actual for year ending June 30, 2011 | Actual for year ending June 30, 2012 | Total for three years ending June 30, 2012 | Actual for year ending June 30, 2013 | Actual for year ending June 30, 2014 | Projections for year ending June 30, 2015 | Total for three years ending June 30, 2015 |
|--|--|--|--|--|--|--|---|--|
| REVENUE | | | | | | | | |
| Investments | \$686,267 | \$737,207 | \$93,449 | \$1,516,923 | \$442,487 | \$1,108,357 | \$613,553 | \$2,164,397 |
| Other | \$0 | \$9,740 | \$297,000 | \$306,740 | \$0 | \$0 | \$0 | \$0 |
| Residual - grievance settlements | \$401,540 | \$0 | \$0 | \$401,540 | \$0 | \$0 | \$0 | \$0 |
| Total Revenue | \$1,087,807 | \$746,947 | \$390,449 | \$2,225,203 | \$442,487 | \$1,108,357 | \$613,553 | \$2,164,397 |
| EXPENSES | | | | | | | | |
| Strike pay | \$0 | \$8,449,911 | \$0 | \$8,449,911 | \$2,197 | \$525 | \$0 | \$2,722 |
| Legal fees | \$0 | \$49,009 | \$4,951 | \$53,960 | \$0 | \$0 | \$5,000 | \$5,000 |
| Interest and bank charges | \$0 | \$6,299 | \$6,407 | \$12,706 | \$2,688 | \$182 | \$1,435 | \$4,305 |
| Total Expenditures | \$0 | \$8,505,219 | \$11,358 | \$8,516,577 | \$4,885 | \$707 | \$6,435 | \$12,027 |
| Excess of Revenue over Expenses (Expenses over Revenue) | \$1,087,807 | -\$7,758,272 | \$379,091 | -\$6,291,374 | \$437,602 | \$1,107,650 | \$607,118 | \$2,152,370 |



STATEMENT OF THE RESERVE FUND

APPENDIX "D"

| | Actual for year ending June 30, 2010 | Actual for year ending June 30, 2011 | Actual for year ending June 30, 2012 | Total for three years ending June 30, 2012 | Actual for year ending June 30, 2013 | Actual for year ending June 30, 2014 | Projections for year ending June 30, 2015 | Total for three years ending June 30, 2015 |
|--|---|---|---|---|---|---|--|---|
| REVENUE | | | | | | | | |
| Per capita dues | \$736,064 | \$728,414 | \$752,027 | \$2,216,505 | \$748,825 | \$738,656 | \$740,797 | \$2,228,278 |
| Per capita dues - external organization | \$736,064 | \$728,414 | \$752,027 | \$2,216,505 | \$748,825 | \$738,656 | \$740,797 | \$2,228,278 |
| Investments | \$524,949 | \$444,505 | \$42,312 | \$1,011,766 | \$396,413 | \$1,156,024 | \$512,841 | \$2,065,278 |
| Total Revenue | \$1,997,077 | \$1,901,333 | \$1,546,366 | \$5,444,776 | \$1,894,063 | \$2,633,336 | \$1,994,435 | \$6,521,834 |
| EXPENSES | | | | | | | | |
| CLC special assessment | \$0 | \$0 | \$0 | \$0 | \$0 | \$65,177 | \$0 | \$65,177 |
| CLC Convention | \$0 | \$0 | \$0 | \$0 | \$0 | \$53,663 | \$0 | \$53,663 |
| International Postal Conference | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Labour movement | \$31,250 | \$0 | \$10,063 | \$41,313 | \$30,862 | \$0 | \$30,000 | \$60,862 |
| LCRM observers- Winnipeg | \$21,746 | \$21,597 | \$0 | \$43,343 | \$0 | \$0 | \$0 | \$0 |
| Lost wages | \$352,832 | \$0 | \$0 | \$352,832 | \$0 | \$0 | \$0 | \$0 |
| NEB Winnipeg | \$30,000 | \$0 | \$0 | \$30,000 | \$0 | \$0 | \$0 | \$0 |
| RSMC Pre-negotiations conference | \$0 | \$167,519 | \$756 | \$168,275 | \$0 | \$0 | \$0 | \$0 |
| Save Canada Post Campaign | \$0 | \$0 | \$0 | \$0 | \$0 | \$359,759 | \$0 | \$359,759 |
| Structure review | \$96,086 | \$0 | \$0 | \$96,086 | \$0 | \$0 | \$0 | \$0 |
| Transition Committee | \$203,578 | \$0 | \$0 | \$203,578 | \$0 | \$0 | \$0 | \$0 |
| Organization - external | \$1,098,681 | \$514,893 | \$190,316 | \$1,803,890 | \$267,410 | \$362,136 | \$333,689 | \$963,235 |
| Organization - Modern Post | \$45,000 | \$0 | \$0 | \$45,000 | \$0 | \$0 | \$0 | \$0 |
| Total Expenditures | \$1,879,173 | \$704,009 | \$201,135 | \$2,784,317 | \$298,272 | \$840,735 | \$363,689 | \$1,502,696 |
| Excess of Revenue over Expenses (Expenses over Revenue) | \$117,904 | \$1,197,324 | \$1,345,231 | \$2,660,459 | \$1,595,791 | \$1,792,601 | \$1,630,746 | \$5,019,138 |

REPORT
OF THE
NATIONAL GRIEVANCE OFFICER

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

Sisters/Brothers:

This past term has been one of the most difficult I have ever witnessed. The federal government is hell-bent on weakening workers' rights mainly by attacking unions. The fight against this government has only just begun, unless citizens show them the door in the next federal election.

The federal government has been actively and intrusively fighting unions, which it deems to be obstacles to **its** vision of **its** Canada. This vision of the "United Provinces of America (UPA)" is obviously one where unions are weakened and benefits and labour costs reduced, as much as possible, to the detriment of the middle class, which grows poorer.

Canada Post

As part of its objective to reduce postal workers' rights, the government, following Moya Greene's departure, appointed Deepak Chopra – the perfect straw man – to head Canada Post.

"Chopra was appointed President and Chief Executive Officer of the Canada Post Corporation by Government until January 31, 2016. This full-time appointment bears a salary range of \$440,900 to a maximum of \$518,600."

The first major concerted action between Canada Post, under Chopra's direction, and the government was the attack against collective agreements. After obtaining their majority in May 2011, the Conservatives adopted draconian back-to-work legislation that included an unfair, ineffective and unjust arbitration process, which was heavily biased in favour of the Corporation. Of course, given their agenda, none of our employer counterparts were proper negotiators. In short, no actual negotiations ever took place, and even less following the election of the majority Conservative government in May 2011.

Without the right to strike, there is simply no balance of power.

This repressive legislation is currently being challenged before the courts. It is reasonable to assume that this constitutional challenge will end up in the Supreme Court of Canada.

Then came Canada Post's five-point plan, which the government endorsed as soon as it was announced. The plan eliminates door-to-door delivery, thus reducing letter carrier routes by 40% to 50% where CMBs are implemented. This plan is in addition to mail sequencing, which has had a negative impact on all groups, and more specifically through the elimination of Group 2 positions. Apart from job cuts, the Modern Post has resulted in a long list of health and safety issues.

Supreme Court of Canada

In his dissenting opinion in the *Alberta Reference*, Chief Justice Dickson was cognizant of the fundamental power imbalance that occurs at the bargaining table when a union is stripped of the right to strike and left without any **meaningful process** for resolving bargaining disputes:

.... "Clearly, if the freedom to strike was denied and no effective and fair means for resolving bargaining disputes were put in its place, employees would be denied any input at all in ensuring fair and decent working conditions, and labour relations law would be skewed entirely to the advantage of the employer. It is for this reason that legislative prohibition of freedom to strike must be accompanied by a mechanism for dispute resolution by a third party. I agree with the Alberta International Fire Fighters Association at p. 22 of its factum that 'It is generally accepted that employers and employees should be on an equal footing in terms of their positions in strike situations or at compulsory arbitration where the right to strike is withdrawn.'

*The purpose of such a mechanism is to ensure that the loss in bargaining power through legislative prohibition of strikes is **balanced by access to a system which is capable of resolving in a fair, effective and expeditious manner** disputes which arise between employees and employers."*
(*Alberta Reference*)

Not only did the federal government deprive us of the right to strike, but it also failed to provide a mechanism that would have given us access to a system capable of resolving disputes between CUPW and CPC in a fair and effective manner.

What is the likelihood of the Supreme Court granting our challenge of Bill C-6?

Prior to the Supreme Court judgment of January 30, 2015 in *Saskatchewan Federation of Labour v. Saskatchewan*, the prospects were rather gloomy. In light of this judgment, we can be optimistic. The Supreme Court has concluded that the right to strike is constitutional:

“The right to strike is not merely derivative of collective bargaining, it is an indispensable component of that right. It seems to me to be the time to give this conclusion constitutional benediction.”

We are optimistic and believe it’s a possibility, now that the right to strike is protected under paragraph 2(d) of the *Canadian Charter of Rights and Freedoms*.

The right to strike is what guarantees the effective exercise of the right to bargain collectively!

Freedom of Expression, Violations of our Freedoms, Profiling and Union Rights

In recent years, Canada Post has been hell-bent on undermining union rights, as well as interfering with both the Union and the membership’s freedom of expression.

Filing of a grievance and a request for an interim injunction

When it began implementing the Modern Post, Canada Post attacked our right of free expression through the implementation of regional forums. These were organized by corporate officials in an attempt to win employee support for potential roll-backs of benefits and to pave the way for concessions in advance of negotiations with the Union, through subtle member intimidation tactics, such as using the threat of the possible **disappearance of the public postal service and resulting job losses**. (2010)

These meetings were held in violation of the collective agreement and the *Canada Labour Code*. In some locations, union officers could not access these forums, or were prevented from speaking.

A national arbitrator allowed the grievance, stating that in holding these regional forums, the Corporation had violated Section 94 of the *Canada Labour Code*, as well as a great many collective agreement provisions, including clauses 3.01, 3.04 and 5.01, and declared the Corporation’s actions in denying full-time officers of the Union access to the Corporation’s facilities to be unfounded, both in fact and in law.

As part of a vast public awareness campaign against ongoing efforts to privatize the postal service, the Union asked members to wear buttons. The red button called for “Peace, joy and a universal public postal service” while the blue one warned customers that “Your public post office delivers... for now.” The Corporation used the **threat of discipline to stifle the members’ freedom of expression**, despite the fact that, over the years, various arbitrators have ruled that wearing buttons or other insignia is a legitimate union activity, which the Corporation does not have the right to prohibit, or even less to discipline employees who choose to express themselves in this way. Its actions constitute an abusive exercise of management rights.

The dispute mainly involved the interpretation and application of clauses 5.01 and 9.103 of the collective agreement, as well as the *Canadian Charter of Rights and Freedoms*.

The arbitrator allowed the grievance, recognizing that the *Canadian Charter of Rights and Freedoms* was as an **integral part of the collective agreement**, and ordered that all disciplinary sanctions be lifted.

Security Clearance

Filing of a grievance and a request for an interim injunction

On December 7, 2012, Canada Post informed the Union of its intent to implement mandatory security screening **for all workers**, as set out in a “**Practice Regarding Security Screening of Personnel**,” as of April 29, 2013. Under this process, the employer would subject workers to criminal record checks, and, in some instances, fingerprinting and credit and solvency checks.

Refusing to cooperate with the screening process or non-compliance with the practice would lead to discipline, including discharge. The “Practice” would also allow the employer to update the employee’s security clearance every 10 years, or more often, depending on changes in duties, contract agreements, legislation and other obligations (i.e. at the employer’s whim).

The Union filed a request for an interim **injunction**, and the arbitrator ordered that Canada Post cease and desist from implementing its “Practice” until the matter was decided on its merits by another national arbitrator.

The national arbitrator effectively captured the Corporation's intent when he stated:

"[Translation] ... In the case at hand, what we have is merely a corporate requirement that is not supported by any legislative provision, and that is predicated solely on business considerations."

It was then ordered that the Corporation cease requiring workers to consent to criminal background and credit checks and the verification of other personal information, and to cease providing fingerprints to the Corporation or its officials. In addition, the arbitrator ordered that the Corporation cease imposing forms of reprisal on workers who refuse to consent to the verification of their personal information.

In retrospect, the Corporation tried to muzzle the Union and the members in an effort to weaken us and intrude on workers' privacy under the guise of employees' security. It also tried to interfere with everyone's freedom of expression in defending our jobs and our public service.

Health and Safety

The Corporation's actions, particularly around Postal Transformation, show how much more concerned it is with its financial situation than in resolving health and safety issues. Its actions and stubbornness in continually wanting to blame workers for injuries is another example of its short-sighted vision of a safe and healthy workplace.

For its part, CUPW continued to fight for the welfare of its members and to **ensure that the workplace is adapted for members rather than members adapting to the workplace.**

Unfortunately, there is still much work ahead of us to make the employer understand that its contempt for workers' rights will not accomplish anything, and that it should meet its contractual obligations instead of constantly trying to shirk its responsibilities.

Major Amendments to the *Canada Labour Code*

In October 2013, the Conservative government introduced **Bill C-4** in the House of Commons. This bill makes considerable amendments to Part II of the *Canada Labour Code*.

These changes are a direct attack on workers' health and safety rights, and the most significant was to the definition of danger under subsection 122 (1) of the *Code*. The new definition reads as follows: “[...] *any hazard, condition or activity that could reasonably be expected to be an imminent or serious threat to the life or health of a person exposed to it [...]*.” This new definition considerably undermines the rights of workers exposed to dangerous situations, and creates an increased risk of accident and injury. Sections 128 and 129 on the right of refusal were also amended.

Modern Post

Modern Post has directly or indirectly affected all urban operations' groups and RSMCs. Major changes have disrupted the workplace: mechanized mail sequencing, new delivery methods, radically increased motorization and announced reduction in door-to-door delivery points of call. During the past term, the Union had to react quickly, and it did so both from a legal and a health and safety standpoint. The Union's position on the introduction of new work methods and mechanized equipment has always been the same since the start of mechanization: that ergonomic studies of these new work methods or equipment should be conducted prior to their introduction in the workplace. In introducing mail sequencing, Canada Post was true to form and made major changes to the way mail is sorted and dispatched without any consideration for the health and safety of workers.

Interest Arbitration – Group 1 Issues

Following the introduction of new mechanized equipment in the workplace and given the fact that negotiations under Article 29 of the collective agreement had failed, the Union and Canada Post ended up at arbitration.

This interest arbitration, before Arbitrator Brian Keller, required 28 days of hearings from June 2010 to December 2012. The Union raised health and safety concerns and identified the adverse effects of many aspects of postal transformation, including the Multi-Line Optical Character Reader (MLOCR), IDC carts, rotation of duties, cafeterias in the workplace, reduction in day-shift positions, union bulletin boards, staffing, anti-fatigue mats and portable scanners. Arbitrator Keller rendered his decision on May 30, 2013.

He ordered that Canada Post conduct ergonomic studies of the MLOCR, the IDC cart and the portable scanners, in addition to taking action to implement a proper rotation of duties at the MLOCR.

Independent Ergonomic Study of MLOCRs

The Union and Canada Post agreed on a joint independent study of the MLOCR. The study was conducted by Human Factors North (HFN), an ergonomics firm, at the Winnipeg, Montreal (Léo-Blanchette) and Toronto (South Central) mechanized plants. The study was done in several phases. One of the first steps consisted in jointly meeting with workers from each shift to explain the study's objectives and process, and to give them a survey form covering various aspects of MLOCR work. LJHSC members from the relevant offices were present at those meetings, which took place at the end of February 2014. A total of 563 surveys were completed (61 in Winnipeg, 202 in Montreal, and 300 in Toronto). The response rate for the surveys at the three locations was 93.1%. The ergonomists conducted workplace observations in June 2014, and then analyzed the data and observations collected. A preliminary report was submitted to the NJHSC on December 3, 2014. It included 26 recommendations dealing with physical concerns related to the equipment, psychosocial stressors, work methods and procedures, including the work stations' layout and design. At the time of writing this report, the Union and the employer were discussing the implementation of these recommendations at the NJHSC.

On the whole issue of work rotation, Arbitrator Keller ruled that the employer had to implement and maintain a rotation of duties on the MLOCRs and had to look at implementing work rotation for employees working on the MLOCRs, on other equipment and/or in other work areas, in a way similar to what was done with the bar code sorters. Current job rotation on MLOCRs consists of alternating solely between work at the feeders and stacker sweeping. Because the parties were unable to come to an agreement, the Union asked Arbitrator Keller to intervene in May 2014. Due to the arbitrator's lack of availability, a date in January 2015 was selected. It was cancelled following the publication of the ergonomists' report in December 2014 because many recommendations involved the rotation of duties.

IDC Carts

At the arbitration hearings, members from the three work shifts at the mechanized Winnipeg plant raised many concerns about the IDC cart. The parties agreed to conduct a joint study of the IDC cart in three locations: Winnipeg, Edmonton and Ottawa. The study was conducted in two phases. The first consisted in meeting with workers in the three areas concerned, after reviewing the IDC-related incident reports, and handing out a survey on various IDC issues. A total of 952 surveys were completed, compiled and analyzed. Joint workplace observations with the involvement of LJHSCs then took place in late October and early November 2013. A report was submitted to the NJHSC on March 19, 2014 with recommendations on procedures for moving and handling the cart, as well as the number of empty nested IDCs that can be moved (minimum of two and maximum of three).

Portable Scanners

At arbitration, problems were raised about the two portable scanners, i.e. the Motorola TSL and the RS 507, particularly regarding their use, maintenance and handling. The parties agreed to conduct a joint study of the scanners in Winnipeg, Ottawa and Montreal. They presented their report at the March 19, 2014 NJHSC meeting. It included recommendations to eliminate the Motorola TSL scanner, and replace it with RS 507 scanners, which are much more user-friendly, as well as to conduct a review of best ergonomic practices.

ErgoMates

To replace the anti-fatigue mats around MLOCs, the arbitrator proposed that the parties look at providing workers with anti-fatigue soles. CUPW and Canada Post agreed to conduct a joint study of ErgoMates soles, which are worn outside the shoe. A summary report was presented at the NJHSC meeting that took place on March 19, 2014, and the Union recommended that ErgoMates be provided to workers upon request. The employer agreed with the recommendation and, at the time of writing this report, implementation is underway.

Interest Arbitration for Group 2 Issues

Following the introduction of new work methods and given the fact that negotiations under Article 29 of the collective agreement had failed, the Union and Canada Post ended up at arbitration. Arbitrator Brian Keller will hear Group 2 related issues, except those involving the multiple-bundle delivery method. *(Detailed information regarding the interest arbitration for Group 2 will be provided in the 4th National Vice-President's report.)*

Independent Ergonomic Study of Two Work Methods

On the issue of the multiple-bundle delivery method, the Union filed an application for a preliminary injunction with Arbitrator Dulude in 2010. The arbitrator rejected our application, but referred the matter to Arbitrator Burkett to be heard on its merits on a priority basis. After several months of hearings, the arbitrator rendered an initial decision on October 17, 2013 ordering that CPC cease using the multiple-bundle work method, which consists of carrying a bundle of mail on the forearm, since it increases the risk of slip and slide injuries. The employer finally put a stop to the use of this method and the parties came to an agreement on a joint and independent study of the two proposed work methods. It should be noted that the Union never approved either method under review. Instead, the Union proposed a single-bundle work method, i.e. letting letter carriers insert sequenced mail with manually-sorted mail.

The Golder Associates ergonomics firm (Golder) carried out the study at the following locations: Calgary, Alberta; Winnipeg, Manitoba; London and Ottawa, Ontario; Gatineau and Montreal, Quebec. These offices were selected because they represent all different types of delivery. The ergonomists travelled to the six selected areas in the spring of 2015 to film and photograph letter carriers who have volunteered for the observations, and to study and analyze their movements as they deliver mail using the two proposed work methods. Following these observations, recommendations will be drafted and submitted to the NJHSC. A final report is expected by the summer of 2015.

“Frequently Injured Employees” (FIE) Process – Grievance N00-07-00020

Canada Post implemented its “frequently injured employees” process in April 2009.

The FIE process was designed to blame workers who are injured on the job. It involved interviews, compulsory action plans, workplace observations and the issuance of recommendations for avoiding further injuries. The Union filed two grievances in 2009, i.e. grievance N00-07-00020 (urban unit) and grievance N00-08-R0008 (RSMC unit). The hearings began on September 16, 2011 with a jurisdiction issue.

Arbitrator Burkett dismissed the employer’s claims and resumed hearings on September 4, 2013. On the very first hearing date, the arbitrator asked the parties to get together to try and reach an agreement. The parties met on December 9, 2013 only to learn that the FIE process no longer existed nationally, and that the program had instead been implemented locally. From then on, the Corporation argued that the Union’s grievance was unfounded since the program no longer existed nationally. However, the employer continued to apply this process and harass members locally.

At the January 9, 2015 hearing, the Union objected to the employer’s arguments and the arbitrator made the following proposal to the parties. He proposed that the Union withdraw its national grievance, without prejudice, because, in his opinion, the program no longer existed, that formal consultation between the parties take place on the new local program, and that, following this consultation, if the Union still considered it was warranted, that it file a new national grievance regarding the local program. At the time of writing this report, the Union disagreed with closing the national grievance and had sent a formal consultation request to Canada Post. This meeting is scheduled to take place in mid-February. **Stay tuned.**

Violence in the Workplace

(In conjunction with the 1st National Vice-President)

Ever since Part XX of the *Canada Occupational Health and Safety Regulations* (COHSR) came into effect in 2008, Canada Post has been acting as if the Union did not exist. Faced with an employer hiding under an umbrella of confidentiality and making unilateral decisions, the Union, on March 8, 2012, filed a complaint against Canada Post before Labour Canada, stating that Canada Post was not complying with Part II of the *Canada Labour Code* or the *Regulations*.

The complaint raised several points: the responsibility of CPC's Human Resources Department in this matter; the lack of **LJHSC** and **HSR** participation in the consultation process and their not being included in investigations; the lack of reporting on incidents of workplace violence; the unilateral decisions by Canada Post about who the competent person will be to investigate these incidents, and the absence of adequate training for **LJHSC** members, **HSRs** and workers.

Since the filing of this complaint, there have been new developments. Canada Post has transferred the workplace violence file from its Human Resources department to its Health and Safety department. It has also made a number of amendments to its policy on workplace violence, the last of which occurred on October 24, 2013. **LJHSCs** and **HSRs** are now informed verbally of incidents and take part in investigations only when each worker involved gives consent. Canada Post sends the Union quarterly statistical reports on incidents of violence that have occurred. Since July 11, 2013, Canada Post has been informing the Union daily of reports it receives on incidents of workplace violence. However, the employer's changes are not significant enough. The other issues are still in dispute, such as the choice of "competent person," or the non-participation of **LJHSCs** and the **HSRs** in investigations.

Violence in the workplace training is another example of Canada Post's cavalier disregard in this matter. Training is provided to Urban Operations and RSMC unit members in the form of self-directed e-training, which uses graphics reminiscent of a Grand Theft Auto video game.

The numbers reported by Canada Post indicate that in 2014 there were 491 incidents of violence in the workplace, including 274 involving CUPW members. Of these 274 incidents, 125 occurred in Ontario, 41 in Quebec, 26 in the Maritimes, 50 in the Prairie Region and 32 in the Pacific Region. These incidents involved 183 men and 108 women. At the time of writing this report, i.e. more than three years after this complaint was filed, the HRSDC officer has yet to render a decision.

Similarly, and with respect to violence in the workplace training for RSMCs, the parties signed a memorandum of agreement on March 14, 2014 settling national grievance N00-12-R0003. The Union had filed this policy grievance in May 2013 because the employer failed to compensate RSMCs during the compulsory violence in the workplace training. The parties agreed on a lump sum of \$13.50 (less compulsory deductions) for the self-directed training, which was to take about 60 minutes. By the end of 2014, all RSMCs had completed the training.

Traffic Safety Assessment Tool (TSAT)

(In conjunction with the 1st National Vice-President)

For several years now, the employer has been using the Traffic Safety Assessment Tool (TSAT) to evaluate the safety of delivery to rural mail boxes (RMBs). The Union filed a complaint with HRSDC in 2008, as well as a national grievance.

With respect to the complaint, HRSDC issued two directives to Canada Post in December 2008. The employer's response was to add a reference to the LJHSC or HSR on a flowchart. The only consultation that occurred was to present the results of the tool to members. The Union was not allowed to be present on site for the data collection or to appeal the decision. The Union appealed the decision, and the appeal was initially rejected. The Union appealed this decision and the request for appeal was finally heard and granted. On August 8, 2013, Appeals Officer Richard Lafrance rendered an important decision regarding the TSAT. More than five and a half years after the Union filed the initial complaint, the Appeals Officer rendered a decision finding that Canada Post had violated the *Canada Labour Code* by failing to cooperate with the LJHSCs or HSRs during TSAT-related inspections and investigations, including failing to inform and train them on the TSAT. As for reporting the assessment results to the National Union, the Appeals Officer again concluded that Canada Post had violated the *Code* by refusing to report these results to the NJHSC. Canada Post refused to recognize that decision, and, less than a month after it was issued, on September 5, 2013, the Corporation applied for a judicial review of the decision, but not for a stay of the decision, which meant that Officer Lafrance's decision was binding. The Federal Court rejected the application for judicial review on March 20, 2015, and informed the parties that the reasons would follow shortly. This is an important victory for the Union. If Canada Post still continues to abide by the decision, the Union will assess its legal avenues.

In early 2014, without consulting the Union, Canada Post terminated its proactive assessment of RMBs. Then, in a memo to supervisors dated January 14, 2014, and again without consulting the Union, it asked them to destroy all materials connected with TSAT investigations. The memo concluded by categorically stating that CPC's Area Performance Centre (APC) would be assuming responsibility for TSAT investigations. The Union has written many times to Canada Post asking it to comply with the law.

RSMC Reaching Device

(In conjunction with the 1st National Vice-President)

In a June 2011 meeting of the NJHSC, the employer showed the Union an amateur video taken of an RSMC in a vehicle using a long rod to place mail into an RMB. It was with this video that the Union learned the employer had mandated a third party to develop a similar tool for field-testing. Later, in August and September 2011, Canada Post presented the Union with a prototype reaching device that, at one end, has a tong-like device to grasp the mail and, at the other end, a mechanical handle, as well as a retention ring and a mail container system.

Canada Post decided to implement the first-generation device without first conducting an ergonomic study, as the Union had argued. The device was rolled out in the spring of 2012 with rough-draft training provided by the employer.

In 2012, the employer showed the Union a second version of the device, along with samples of various lengths, and a new version of the mail container, with an armrest. Canada Post advised the Union of its intention to phase in the use of this device and all related accessories by RSMCs starting in August 2012, with a view to permanently replacing the use of ergonomic assistants in the field.

Following many incidents involving the use of the device and many days of negotiations under Article 35 (Technological Change), the parties signed a Memorandum of Agreement on June 5, 2013 regarding the introduction of the reaching device and corporate right-hand drive vehicles.

Based on the recommendations of Golder Associates, the parties agreed to alter the equipment and to have it undergo another joint ergonomic study conducted by Golder ergonomists chosen by the parties. Golder is the same firm that is currently conducting an ergonomic study of the multiple-bundle delivery method. Training on this equipment is provided by peer trainers, who have received prior training.

This jointly-revised training includes an equipment adjustment component and on-the-road observations. The parties have also agreed on lump sum payments. At the time of writing this report, the parties are working on a third generation of the device with a pivoting armrest and a lighter lettertainer.

This version will be tested and assessed properly prior to implementation. Training will be provided by peer trainers who will receive updated training.

According to the employer, 1,200 RSMCs across the country were using the reaching device as of December 31, 2014.

Right-Hand Drive Vehicles (RHD)

(In conjunction with the 1st National Vice-President)

At the NJHSC meeting held in June 2011, where we first learned about the reaching device, the employer also mentioned wanting to provide a right-hand drive (RHD) vehicle to RSMCs with a significant number of RMBs on their route. Implementation of the RHD vehicles would take place in conjunction with the reaching device. At the time, CPC was talking about rolling out the RHD vehicles that had been used during the 2010 pilot project. Then, the Corporation informed the Union in 2012 that it would use Grumman-type RHD vehicles that would be retrofitted (motor, transmission, interior) and that the selection criteria would be routes with over 330 RMBs. After extensive talks, the parties signed a memorandum of agreement on the introduction of right-hand drive vehicles on October 5, 2012. This Memorandum of Agreement provides for the implementation of 521 vehicles, various special allowances for RSMCs who had already purchased a vehicle, allowances for RSMCs who wished to purchase their own RHD vehicle and an increase in the hourly rate for RSMCs who would be required to use a corporate RHD vehicle.

Following many incidents around the use of the Grumman RHD vehicles and extensive negotiations between the parties under Article 35 (Technological Changes), the parties signed a Memorandum of Agreement on June 5, 2013 regarding the introduction of the reaching device and right-hand drive vehicles. The parties agreed, among other things, that 179 vehicles would be added to the 521 already rolled out and that special allowances would be paid to RSMCs who decide to retrofit or modify their vehicle into a RHD. The Memorandum of Agreement also includes agreements on route restructures and vehicle characteristics.

Following comments from members regarding problems with winter driving, mechanical and ergonomic assessments of the Grumman vehicle in relation to the type of work to be performed were conducted by the parties in the spring of 2014. The changes made to the vehicles following these assessments (added weight on back wheels, changes to the heating system and training) have not resolved all of the problems. The Union continued negotiations under Article 35 of the collective agreement. CPC finally agreed to purchase 50 RHD 4x4 vehicles for RHD-identified routes and, in December 2014, the parties signed a memorandum of agreement on the amount allocated for the daily inspection of the corporate RHD vehicle. This daily allowance corresponds to five minutes.

According to the employer's data as of December 1st, 2014, over 779 RSMCs across the country use a RHD vehicle (596 corporate, 177 private and 6 retrofitted vehicles).

Health and Safety Representatives (HSRs)

In offices with fewer than twenty (20) workers, health and safety issues are dealt with by Health and Safety Representatives (**HSRs**). In those offices, CUPW members may have to work with members of the Association of Postal Officials of Canada (APOC) or with members of the Canadian Postmasters and Assistants Association (CPAA).

In offices with APOC members, CUPW members interested in serving as a health and safety representative are automatically elected.

In offices with CPAA members, the unions agreed on an election process in 2009. During the 2010-2011 election process, CUPW experienced many difficulties with CPAA. At the time, the election process dragged on for nearly one year. Fortunately, the situation changed in 2013. Discussions between the two unions on the election process went smoothly and much more quickly than in 2011, with the actual election process only lasting a few weeks.

Health and safety representatives are elected for a two-year term.

CUPW produced a tool kit containing useful information and tips for **health and safety representatives**. It focuses on the *Canada Labour Code*, the health and safety issues that affect RSMCs and urban members, and on ways to resolve problems.

All **HSRs** from both unions must follow the same training. The tool kit was mailed to the homes of **HSRs**. In light of the changes to the *Canada labour Code*, the Union's Education Department is working on updating this training with the NJHSC.

Finally, we should mention that the Union must be more involved in offices where our members work. That is why a recruiting campaign will be conducted in 2015 to encourage our brothers and sisters to get involved and become **HSRs**.

Appendix “DD”

(In conjunction with the 1st National Vice-President)

Appendix “DD” training for both members of Local Joint Health and Safety Committees (LJHSC) and workers has continued since the 2011 Convention. During the past term, more specifically in March 2012 and September 2014, we trained brothers and sisters to become Appendix “DD” facilitators. As was the case in the previous term, feedback from members who have been given this training is all but positive, as indicated on the surveys we received. CPC has informed us that it intends to include Appendix “DD” training as part of the training for new hires, particularly for Groups 3 and 4 (Module 6) and retail sales staff (Module 5). In 2014, over 2,000 members received Appendix “DD” training.

Group 3 and Group 4 Issues

The National Joint Health and Safety Committee deals with Group 3 health and safety-related issues. The Union is currently reviewing the controlled-access security procedures used by technical services. With regard to uniforms, the Corporation informed the Union at the December 2012 National Joint Health and Safety Committee meeting that it intended to change the fabric used for clothing provided to Group 3 and Group 4 employees to 100% cotton, to improve compliance of the protective equipment for workers required to work with electrical equipment. Later, at meetings of the National Uniform Committee, CPC informed the Union that all Group 3 and Group 4 workers would have to wear the new uniform without rolling up the long sleeves. CPC stated this was to comply with electrical best practices.

The Union asked that the new uniforms be worn only when working with electrical equipment. Then, it asked that short-sleeve shirts be made available or, at the very least, that members be able to roll up their sleeves. The employer vigorously opposed all of the Union’s requests and implemented the new uniforms in 2013. The Union later forwarded the many complaints about these new uniforms received from Group 3 and Group 4 members from across the country. Once again, the Corporation continued to ignore our requests and reiterated that the new uniforms were to be worn at all times. Finally, in June 2014, the employer informed the Union that the controversial uniforms would be replaced in the near future because the HRC0 designation expired in January 2015. At the time of writing this report, discussions on this matter had not begun.

The Union will ensure that the employer respects the new uniform trial program agreed to between the parties, that the new articles of clothing will be tested in the field by Group 3 and Group 4 members, that the latter will have an opportunity to provide comments and feedback, and that the clothing will be altered, if necessary, prior to its full rollout in the field.

Defibrillators

The Union had long argued for the introduction of defibrillators in the workplace. There were 77 such devices already installed in large mechanized plants across the country. In October 2014, Canada Post announced that it would purchase 85 additional defibrillators for offices with more than 100 workers, for a grand total of 162 across the country.

The Union has asked Canada Post to install them in all offices, regardless of the number of employees.

RSMCs and Negotiations

Since CUPW fought to have RSMCs recognized as unionized employees, RSMCs have gained many rights and benefits (wage increases, pension fund, dental plan, vacation leave, seniority rights, grievance and arbitration rights, etc...).

Time and experience have shown that RSMCs are active members participating in the democratic process inside CUPW.

In 2004, the average RSMC route was 5.28 daily Route Management Hours (RMS) hours and \$27,392.00 annual salary.

Today, the average RSMC route is 6.16 daily RMS hours and has an annual salary of \$42,803.63. This represents a 44% increase in annual salary; however, there is also an increase in workload of 0.88 hours or 18%. RSMC service 4,691,139 points of call (POC) and drive 447,955 kilometers (KM) per day. To put this in perspective the distance travelled is more than ten times around the world a day.

Application of growth to POC and kilometers since 2004^{NB}

| | Routes | Average KM | POC |
|------------|--------|---------------|-----|
| 2004 | 6,289 | 60 | 507 |
| 2015 | 7,818 | 57 | 600 |
| Difference | 1,529 | -3 | 93 |

| RSMC Relief | PRE | OCRE |
|-------------|-----|-------|
| 2015 | 261 | 1,064 |

*NB - analysis of the average characteristics of a route is listed; however, each route varies from the smallest with two POCs to the largest with 1,995 POC.

Variable items: Variable items do not have any corresponding time values in the RMS and are currently paid per piece based on weekly averages (PCI and admail), and annually for lock changes. The variables have an impact on the daily workload and are non-pensionable items. Variables represent 7% of the RSMC annual remuneration.

Vehicle allowance: Prior to 2004, the individual negotiated contracts were all inclusive; there was no separate amount for a non-taxable vehicle allowance. In 2004, the vehicle allowance was introduced into the collective agreement. As a result, the relationship between wages and the Canada Revenue Agency’s (CRA) non-taxable vehicle allowance changed. The vehicle allowance represents 20% of the RSMC annual remuneration. The 2012 RSMC collective agreement links the changes to be applied 60 days after the Canadian Revenue Agency (CRA). For the year 2012-2013, the CRA amended the formula from \$0.53 for the first five thousand kilometres traveled and \$0.47 for additional km to \$0.54 for the first five thousand km traveled and \$0.48 for additional km. This resulted in an annual increase of \$2,098,707 paid in vehicle allowance to RSMCs.

Wages: Actual wages are determined by the difference between the annual pay and the vehicle expenses. Variable items are removed from the actual wages to determine the pensionable earnings for RSMCs. Wages represent 73% of the RSMC annual remuneration.

Vacant Positions

Regions and locals will need to continue to monitor the number of vacant positions and the length of time it takes Canada Post to fill these positions. Canada Post’s solution for staffing vacant routes is to allow contractors to complete this work.

When you request consultation meetings under clause 7.03, put the issue of vacant positions on the agenda. During these meetings, you should ask local management to report on the steps they have taken to fill these vacant positions. If you find that it is taking too much time to fill these vacant positions, ask them to explain why and ensure that the minutes referred to in clause 7.04 reflect the parties’ discussions and positions. If there are discrepancies, have the minutes corrected.

| National | Vacant Positions Less than 8 RMS hours | Vacant Positions - Permanent Relief Employees | Vacant Positions - On Call Relief Employees |
|-----------------------------|--|---|---|
| Update | | | |
| Jan-15 | 255 | 82 | 275 |
| Vacant more than 60 days | 121 | 21 | 176 |

Grievance and Arbitration

Since October 2008 the Union has filed 38 national policy grievances on behalf of RSMCs.

National Consultation

The national consultation portfolio consists of meetings under the following headings:

- Urban consultation
- RSMC consultation
- Postal Transformation (PT)
- Postal Transformation - Pacific Processing Centre
- CMB conversion

During the period of October 2011 to February 2015 there have been 113 separate national consultations dealing with over 1,000 items.

During this term, Canada Post (CPC) has accelerated its plans to reduce labour costs via the five-point plan announced in December 2013. CPC has closed and/or downsized retail counters, introduced a new delivery model, which the Union has dubbed PT Light, continued the roll-out of postal transformation to Vancouver, centralized their network, invoked Article 53, did not fill group 2 vacant positions under Article 13 (see grievance number N00-12-00014) and is moving ahead at greater speed with its conversion of door-to-door mail delivery to community mail boxes (CMBs).

Postal Transformation

The new Pacific Processing Centre (PPC) in Vancouver has been completed and is operational, and CPC is currently in the process of implementing the PT model to the collection and delivery component in B.C.

In October 2012, CPC provided notice that they would be introducing a new version of PT referred to as “Introduction of sequenced mail in select depots”, we refer to it as PT Light. This new delivery model is the application of machine-sequenced mail in select depots without all aspects of a full PT implementation. In most cases CPC did not increase motorization in these depots therefore creating much longer foot routes.

The criteria CPC is using to select a depot for sequencing includes the machine capacity at the associated mail processing plant, the distance of the depot from the plant, how much space is in the depot for A62s and where the depot is on the restructure schedule. CPC refuses to recognize PT Light as a Technological Change under Article 29 of the Urban Collective Agreement. CPC views PT Light simply part of its day to day operations. (See Grievance N00-10-00007.)

Retail

During this mandate CPC greatly increased their opening of franchises with more than 100 new notices being provided to the Union during this mandate, which is more than two notices per month. CPC has closed as many corporate offices as was permitted under the provisions of Appendix I, leaving only 493 corporate outlets operating. (The moratorium ends on January 31, 2016.)

CPC has started to downsize these remaining corporate outlets. During this mandate, 46 of the scheduled 74 offices are confirmed to be downsized. CPC slowed down this attack on retail when they introduced the elimination of door-to-door delivery but continues to reduce the operational hours of the corporate retail offices.

Technological Change

We received 38 Technological Change notices under Article 29 of the Urban Collective Agreement. In September 2012, CPC started providing notices titled “Changes to our Network”, “Network Changes”, and “Local Processing Changes”. These notices include:

- De-twinning of street letter boxes for in town and out of town mail
- Friday originating mail being sent to major centres Mail Processing Plants
- Video Encoding (VES) being centralized into two major centres (Toronto, Montreal)

After the decision from Arbitrator Picher on February 9th, 2012, CPC provided 18 more notices affecting all eight regions. However, CPC refuses to recognize these as Technological Change under Article 29.

National grievance N00-10-0007 was filed on October 26th, 2012. The arguments on the merits were finalized on January 23rd, 2015 and we are waiting for the decision expected in the spring or summer of 2015 from arbitrator Lauzon.

CMB Conversion

On October 20, 2014 CPC implemented CMB delivery in 11 communities. This resulted in a loss of 151 Full-Time and 5 Part-Time Letter Carrier positions or roughly 47% Full-Time and 19% Part-Time.

To date CPC has announced 85 new locations to be converted to CMB delivery in 2015. In notices provided to the Union CPC is estimating a reduction of 30% to 35% Full-Time Equivalent (FTE) jobs. This means that out of the 2,414 FTE jobs in the 85 locations, anywhere from 731 to 847 jobs will be lost. In addition, at a recent consultation meeting, it was learned that CPC is telling employees in workfloor meetings that the reduction will be 4% to 6% higher than that estimate. CPC claims this additional reduction is due to falling mail volumes in the last few years.

With the information provided to the Union so far, we know that approximately 851,031 points of call are to be impacted by the conversion to CMB delivery.

Implementation will begin in May 2015 and continue until November 2015 in offices with as little as 5 FTE letter carriers to offices with 88 FTE.

In October 2014, CPC proposed a Hardship Accommodation Standard to deliver mail to mobility-challenged customers once a week. The proposed standard provides 18.41 seconds (0.31 of a minute) for the letter carrier to deliver this mail to the customer's door once per week. The Union has not agreed to this as an interim standard. We continue to discuss this with CPC.

Article 53

As CPC continues centralizing their network, deleting positions, and eliminating door-to-door delivery, local management has started to apply Article 53 more often. It will be extremely important to keep track of staffing profiles, Article 54 accommodations and to consult the Regional and National level on all aspects of its implementation.

Each local or post office can vary in its structure (clause 6.05 lists) and therefore given the complexity of Article 53 can affect different locations in different ways. To ensure that CPC is following the language and intent of this article it is important to use the Regional and National resources to their fullest during this time.

Central Region to date has seen the largest amount of members in the Ottawa Mail Processing Plant affected by Article 53 at one time in recent history. To prepare, local management had stopped staffing vacancies 9 months before invoking Article 53 while not providing the local union with any information as to why. The local filed grievances on this. Also, National Office filed a grievance on the wrongful application of Article 53. The main question that will have to be answered by the arbitrator once these formal hearings are done will be: can the employer stock pile vacancies? Or do they have to be staffed or deleted as per the language in Article 13?

RSMCs

During this four year mandate CPC has provided six technological change notices under Article 35 of the collective agreement. All of them advised of the introduction of sequenced mail for all short and long mail destined for RSMC routes. CPC chose installations that had only ten or less RSMC's per installation to roll this out, however they were limited by the capacity of the local Multi-Line Optical Character Readers (MLOCR's) to expand further than they did.

On August 15th, 2014 we received official notice that CPC would be changing the work method for the delivery of parcels to CMBs in Major Urban Centres (MUC) and Non-Major Urban Centres (Non-MUC). This only affected parcels that did not require signatures and/or collection of funds. This change represented a significant increase to the workload of RSMCs. After many meetings with the employer, the parties were able to agree on how to compensate for the increased workload. The Union and CPC continue to consult on any issues relating to this initiative until they are all resolved.

Corporate Initiatives

Over the past mandate CPC has implemented numerous corporate initiatives and pilot projects such as:

- delivery of prescription drugs
- automated billing of return of parcels
- lead generation pilot
- job description of lead hand for technical services
- new look for inline redirection items
- damaged items scan
- accommodations of 5 days or less
- activation of GPS on portable data terminals in Newmarket, Ont. and Brossard, Que. (See grievance N00-12-00012.)
- Eclipse system for group 1 and the pilot project for Eclipse in group 2.

Consultation with the employer allows the union to review the employer's initiatives and discuss, identify and address any adverse effects and to correct or resolve any issues. In a perfect world this is what the collective agreement and case law prescribes for consultation.

However in the context of a majority Conservative government, and many employers acting with impunity due to their support (i.e. back to work legislation), Canada Post is refusing to provide information or reach agreements with the Union. Despite this, consultation should be taken very seriously as it plays an important part in the grievance procedure and is enshrined in our collective agreement with very strong language to support the consultation role in a unionized environment. As stated in the 2011 report to convention "Unless substance is given to the requirement to consult, employers could act with impunity by either ignoring the requirement or engaging in the mere pretense or façade of consultation."

The right to "meaningful" consultation is in our collective agreement and we should use this resource at all levels of the union to fight for our rights. If necessary we should use the grievance procedure as necessary to force the employer to consult "meaningfully" so that we can represent our members with every tool and avenue that we possess.

Short Term Disability Plan

It has been almost 3 ½ years since Arbitrator Keller imposed the STDP into the RSMC Collective Agreement and 2 ½ years for the Urban Operations members to be covered as well.

In 2014, there were 11,200 claims by CUPW members for STDP with slightly over 94% of members' claims approved when they initially applied. We are winning slightly less than half of the appeals we are taking forward.

We have met numerous times with Canada Post regarding the STDP. Our initial meetings centered on the appeal process, the selection of Independent Medical Physicians, Regional Contacts etc. At times they appeared to be listening and at times they even agreed with us on issues and definitions but as time passed Canada Post became more intransigent.

We believe the reason for the turnaround was told to us at a 2014 semi-annual meeting with Deepak Chopra and others, CPC stated that the STDP was not living up to their expectations, code words for not saving them that much money. Since then decisions are based on how much money the corporation can save.

We filed grievance N00-12-00015 over Canada Post's unilateral changing of the STDP time limits to submit the Employee and Attending Physician Statement. Despite CPC's own statistics showing that on average it took members 14.8 days to submit the Attending Physician Statement they cut it to a 7 day time limit. They took the position that if a member did not submit their forms in on time they could not qualify for paid time off. This file should be completed in July 2015.

Despite having an agreement on the Definition of Hospitalization, CPC's has changed the definition again. They have imposed a definition of the term accident. We have appeal decisions from Independent Medical Physicians stating that CPC's definition of accident does not fit with a medical definition of accident, yet they maintain their position. CPC has instructed Independent Medical Physicians to submit their decision within 45 days of receiving the medical file regardless of whether they have received all the required documents. We have shown Canada Post that at times they have sent incomplete files or information that is incorrect, yet they still maintain their position. We filed grievances N00-12-00016 and N00-12-R0008 on these three issues.

It is clear that changes need to be made during the next round of bargaining. Hopefully there will be a change in government and we can engage in free collective bargaining without government interference.

National Grievances

You will find attached a summary of national grievances that were dealt with during this term. The grievance and arbitration procedure is a valuable tool that allows the Union to defend the membership against the Corporation's intransigence and abuses of power and to enforce the collective agreement and its interpretation.

Grievance arbitration directly benefits members. A number of national grievances have or will put \$85M back into the members' pockets. Grievances heard under the regular and/or formal arbitration procedures also allow for the recovery of significant amounts owed to workers.

The Union applied for seven cease-and-desist orders, either by way of grievance or application to the Federal Court. Two of these challenged the appointments made by then Minister of Labour Lisa Raitt, i.e. retired Justice Osbourne and the mercenary Arbitrator Dufort, an active member of the Conservative Party. The other five applications for a cease-and-desist order were filed under clauses 9.87 and following of the collective agreement. The use of this exceptional measure provided a temporary means of halting the employer's actions until an arbitrator could render a decision on the merits, or the parties could reach an agreement on the following: N00-12-00004 – Security clearance screening; N00-12-0004 – Entitlement to the STDP when an injury-on-duty claim is denied and the worker appeals a workers' compensation board (WCB) decision; N00 12 00009 – Moving letter carriers to the Toronto West post office.

The applications for a cease-and-desist order in grievances N00-07-00032 – Multiple-bundle delivery method, and N00-12-00014 – Closure of the Ottawa sortation plant, were not granted, but, in both cases, the arbitrator ordered that the grievances be heard on a priority basis before other national arbitrators.

Urban Operations Group

Below are the national grievances filed under the urban operations' collective agreement that have had an impact during the 2011-2015 term. These are summaries of the grievances, including a status report.

N00-03-00006

Severance Pay – Article 28

Union Representative: F. Turner – Arbitrator: **K. Burkett** – Memorandum of Agreement

Arbitrator Burkett ruled that the employer was correct in their approach for part-time years of service, that it should be calculated on scheduled hours. However, he agreed with the Union that the casual years of service must be based on hours worked, since they had no set schedule. He left it to the parties to determine damages. Casual, temporary and on-call workers had been compensated based on 22 hours per week, which did not necessarily represent all scheduled hours.

After a lot of negotiating, including going back in front of the national arbitrator, CUPW agreed to accept \$700,000 to settle this file. Now the only thing left was who would distribute the funds. The employer was adamant that, if they had to disperse the funds for members who were underpaid, they would also claw back monies for individuals that were overpaid. It was estimated that there was about \$500,000 in overpayments for members that worked less than 20 hours a week as a casual. CUPW wanted to do the payout to avoid this claw back, but had concerns about the costs involved. Again, after much negotiating, the Union agreed to accept an additional \$50,000 to offset its labour costs in preparing and dividing the payout. This settlement involves some 3,000 grievances affecting about 16,000 members.

N00-07-00002

Appendix “I” – Contracting Out of Publication and Admail Work

Union Representative: C. Kennedy – Arbitrator: G. Dulude

Summary: In 2007, CPC informed the Union that it would be contracting out Pubs & Ads work to Vangent Canada Limited. This work was primarily done by members who required accommodation. CPC stated the move was to have a more automated process.

It took several days of hearings for the parties to present their arguments. Receiving the decision took longer than normal due to Arbitrator Dulude’s health problems.

Decision: Finally, on December 29, 2014, the arbitrator concluded that the purpose of the work, which was previously done by postal workers, and that of the work done by Vangent, were clearly different. Not only was the method different, but also, and particularly, the final, resulting product. In addition, the evidence demonstrated that the duties carried out by workers before January 2008 no longer existed. As recognized by the Union, Appendix “T” does not prevent the Corporation from abolishing duties. Since these had not been transferred to Vangent and were no longer carried out internally, there was reason to conclude that no work protected under Appendix “T” had been contracted out. – **Grievance Denied.**

N00-07-00030

Article 29 – Technological Changes

Union Representative: F. Turner – Arbitrator: M. Picher

Decision: Lost

Below is a brief overview of Arbitrator Picher’s reasoning in denying the grievance and, at the same time, 30 years of jurisprudence on Article 29 of the collective agreement. Since this decision, the Union has stopped receiving Article 29 notices for Modern Post and Postal Transformation changes. The Union filed grievance N00-10-00007 in an attempt to restore the interpretation that had been in effect since 1983.

“... What about the Union’s argument that the Corporation’s notice to the Union, which is to be not less than 120 days prior to implementation may leave open the very question of whether employees will or will not be adversely impacted? In my view, the answer to that question is that it is for the Corporation to first make a judgment as to whether that is the case. If it should in fact decline to provide a technological change notice in a case where subsequently employees are in the end adversely affected, it will clearly have done so at its peril. It will at all times be open to the Union to grieve the failure of a technological change notice where it can establish the adverse effect on employees occasioned by the implementation of a particular technological change without proper notice.

In other words, the Union remains fully protected by the terms of Article 29, an article which in this Arbitrator’s opinion is among the most sophisticated and protective to be found in Canadian collective agreements. However, in the end, I must agree with the Corporation that the provisions of Article 29 do not intend the parties to engage in a potentially burdensome process of notices and consultations where in fact changes being implemented by the Corporation will have no impact on the employees represented by the Union.

In that regard I find myself compelled to agree with the conclusions of Arbitrators Beatty, Kates, Swan and Morin. With respect to the substance of Article 29.01, I must find that the contrary interpretation of Arbitrators Dulude and Blouin is manifestly incorrect.” (See grievance N00-10-00007 below.)

N00-07-00031

Appendices “I” and “T” – Closure of Youville Postal Outlet

Union Representative: P. Arbour

This grievance was withdrawn from the arbitration procedure on June 14, 2011.

N00-07-00032

Multiple-bundle work method

Union Representative: P. Arbour – Arbitrators: G. Dulude and K. Burkett

Application for **injunction denied**, Dulude – Hearing on priority basis – Burkett – Minimum of 25 days of hearings on the merits

Summary: The employer imposed a “multiple-bundle” work method without conducting an ergonomic or risk assessment of this method. The arbitrator ruled that the method imposed entailed greater risk of work injuries than the single-bundle method. In his opinion, a work method does not constitute an inherent risk associated with the job. It took three rulings by the arbitrator on this portion of the grievance for the employer to finally agree to withdraw the multiple-bundle method.

Dispute: The national grievance is essentially three-fold: it deals with (a) the health and safety aspect of the “multiple-bundle” working method; (b) the notices and information under Article 47 of the collective agreement; and (c) the route assessment.

Since this grievance could not be dealt with quickly, due to the three aspects involved, the Union asked the arbitrator to hear the first aspect on a priority basis, i.e. the issue of work method, since it related to health and safety, and to render a decision on this first aspect of the grievance.

On October 17, 2013, the arbitrator rendered first of a series of three decisions in favour of the Union, and stated that the method is dangerous and increases the risks of slips and falls.

Decision: Won – Three arbitration decisions rendered by arbitrator Burkett on the same subject. A study is currently underway on alternative work methods imposed by Canada Post. (See Health and Safety report.)

N00-07-00033

Validation period for Vehicle Operator Permits (VOPs)

Union Representative: F. Turner – Arbitrator: K. Swan

Dispute: On April 21, 2010, the employer issued a policy/directive on the validation period for Canada Post vehicle operator permits (VOPs). The effect of the employer's policy/directive is to amend the collective agreement in its application.

We are challenging the Corporation's new policy that prevents full-time letter carriers on foot routes from obtaining a VOP. We believe this will disadvantage members as they will not be able to bid on assignments when a VOP is required. The first day of hearing took place August 31, 2012, when we had witnesses testify that they were denied opportunities due to their lack of a VOP. **We are now awaiting a decision.**

N00-07-00034

Clause 41.02 Workplace Surveillance – Web Cameras

Union Representative: C. Kennedy – Arbitrator: T. Jolliffe

The Union won three preliminary decisions.

Issue: Canada Post began a program of installing a large number of web-based cameras in various postal facilities. At consultation with the Union, the employer stated that these cameras would only be used to protect the mail. At the grievance hearing, we discovered that the cameras are not only used to protect the mail, but also to provide evidence of any employee breaking a policy or a practice of the corporation.

Next step: Final argument hearing on March 20.

N00-07-00035

Appendix “P” – Ratio

Union Representative: D. Lafleur – Arbitrator: M. Picher

Withdrawn by NEB resolution, along with grievances: N00-03-00024, N00-07-00009, N00-07-00018, N00-10-00003 and N00-12-00001

N00-07-00036

Article 47, Appendices “V” and “CC”, LCRMS

Union Representative: N. Presne – Arbitrator: C. Lauzon

The Corporation is calculating travel time to, from, within, and between different functions on motorized and other letter carrier routes in a manner that is not correct and not consistent with the Urban Operations Collective agreement and the LCRMS and MSCWSS Manuals. Other hearing dates will be required to complete this file.

N00-07-00037

Working Conditions – Strike

Union Representative: P. Arbour – Arbitrator: M. Picher

As of May 30, 2011, the Corporation stopped implementing the collective agreement, deprived members of the bargaining unit of their rights, denied them the right to union representation and to file a grievance, and unilaterally imposed many less favourable working conditions than those outlined in the collective agreement. In doing so, the Corporation violated clause 43.02 and most other articles of the collective agreement. Related to grievance N00-10-00001 (see below).

Preliminary objection: The Corporation asked that this grievance and grievance N00-10-00001 be consolidated. The grievances in question relate to events around changes in working conditions imposed by the Corporation during the strike and lock-out in 2011.

Grievance N00-10-00001 alleges that the Corporation violated the provisions of Bill C-6 and the collective agreement. The grievance states that the violations occurred from May 30 to June 27, 2011. According to Canada Post, since both grievances stem from the same instances and are based on the same facts, they should be heard together in the interest of justice. If not, it says there could be contradictory decisions stemming from a process that would not be as effective.

Counsel for the employer argued that the arbitrator had jurisdiction to order that the grievances be grouped together under Section 60 (1) and (a.4) of the *Canada Labour Code*. He argued that the above arbitrator was in the best position to order that the grievances be grouped together, since he was seized of the first grievance filed, in chronological order.

Arbitrator's Conclusion: *"[Translation] For all these reasons, I do not believe that the factors supporting the consolidation of the grievances carry as much weight as the factors that would allow the Union to manage its grievances and proceed as it sees fit, as provided for in the collective agreement. For those reasons, the employer's request is denied."*

N00-10-00001

Clause 43.02 – Duration of Collective Agreement – Retroactivity – Bill C-6 – Collective agreement retroactive to February 1, 2011

Union Representatives: P. Arbour, C. Girouard, F. B  nard – Arbitrator: A. Bergeron

Summary: Contrary to the collective agreement extended as of February 1st, 2011 by Bill C-6, an *Act to provide for the resumption and continuation of postal services*, the employer refused to abide by the collective agreement for the period of May 30, 2011 to June 27, 2011. The arbitrator ruled in favour of the Union on most demands listed in the corrective action requested.

Arbitration Decision rendered on October 30, 2014 – Won – Judicial Review – Quantum estimated at approximately \$40-60M.

N00-10-00002

Article 29 – Technological Changes –Vancouver Office

Union Representative: C. Pleasants – Arbitrator: G. Dulude

Arbitrator ill – Awaiting a decision regarding National Grievance N00-10-00007 (see below).

N00-10-00003

Appendix "P" – Ratio

Union Representative: D. Lafleur – Arbitrator: M. Picher

Withdrawn by NEB resolution, along with grievances N00-03-00024, N00-07-00009, N00-07-00018, N00-07-00035 and N00-12-00001.

N00-10-00004

Use of LCRMS to assess and discipline Group 2 members

Union Representatives: R. Murray, C. Pleasants – Arbitrator: K. Burkett

The Union disputes the employer's policy and practice of using the Letter Carrier Route Measurement System (LCRMS) and other means to assess and discipline workers. Such action is arbitrary, discriminatory and in violation provisions of the collective agreement.

So far, two days of hearings have taken place and more will be scheduled.

N00-10-00005

Article 54

Union Representative: C. Kennedy – Arbitrator: K. Swan

Canada Post imposes restrictions on employees who require workplace accommodation in relation to their applications for a change of classification or post office. We have been awaiting a decision since 2012.

N00-10-00006

The employer has suspended the protection outlined in the benefit plans for workers who are absent from work as a result of a disability.

Union Representative: C. Kennedy – Arbitrator: T. Jolliffe

Discussion on quantum – Canada Post has ceased its practice and the parties are in discussion on compensation to the members affected and to the Union.

N00-10-00007

Article 29 – Technological Changes

Union Representative: C. Girouard, P. Arbour – Arbitrator: C. Lauzon

Summary: Following an unfavourable decision rendered by M. Picher reversing 30 years of jurisprudence, in a case concerning a technological change in Vancouver, Canada Post no longer recognizes the application of Article 29 when it changes its mail processing strategy for local mail at its distribution centre facilities (DCFs). Specifically, local mail sortation work in DCFs is being transferred to larger centres to take advantage of current operational capacity.

The Union has filed this grievance to reinstate jurisprudence based on *res judicata*, meaning that the decisions on the intermodal and international mail are those that set the precedents (1983) – **See grievance N00-07-00030 above.**

Dispute: Dispute regarding the definition of what constitutes a technological change under clause 29.01.

Over the course of 2010, the employer announced a series of changes to its network with a view of optimizing mechanized equipment and staffing. The employer is planning to continue with changes to its network and redirecting local mail in many municipalities across the country to large mechanized plants.

The changes announced by the employer include relocating the work done in VES (video-encoding system) sections, and eliminating twin boxes in some municipalities. The elimination of twin boxes means that local mail will now be sent to a mechanized plant, thus adversely affecting members working in postal installations and Distribution Centre Facilities (DCF). The changes made to the national network in 2010, for which we received notices under Article 29 of the collective agreement, are for the most part identical to those announced in the fall of 2012, except that the employer refused to issue the Article 29 notices for the latter.

On June 29, 1983, Arbitrator Dulude rendered a decision in the matter of grievance N-1000-GG-12, known as the “Intermodal” grievance. Among other things, this decision established that, to be considered a technological change under clause 29.01, a change to postal operations and work methods did not require the introduction of new equipment if the change had adverse effects on one or more employees.

This decision was quashed in judicial review, then reinstated by the Quebec Court of Appeal and has been relied upon by a majority of arbitrators in matters related to technological changes. However, on February 9, 2012, arbitrator Picher rendered a decision establishing that no technological change can be said to occur unless new equipment is being introduced in mail processing operations. Relying on Picher’s decision, the employer is refusing in this case to recognize that technological changes are involved, and is therefore refusing to issue the required notices, and, in particular, to negotiate under Article 29 of the collective agreement with respect to the adverse effects.

As evidence at the first hearing, the Union produced the nine notices sent to the Union for which the employer refuses to recognize the existence of technological changes. The employer immediately objected to the introduction of this evidence on the grounds that five of the nine notices were sent after the grievance was filed.

Therefore, the Union disagreed with the employer's position, stating that an ongoing situation is involved, as shown in the employer's correspondence announcing changes that will occur over several years to come. Moreover, the Union is to this day still receiving the same type of notices. The Union amended the statement of grievance to the effect that it related to a continuing situation, an amendment that was of course challenged by the employer.

After hearing the parties' respective arguments, the arbitrator allowed the change requested by the Union in his May 6, 2014 decision.

The Union had clearly demonstrated its intention to adduce as evidence the "Moisan" report, a conciliation report that led to an agreement and the drafting of the language of clause 29.01, which contains the definition of a technological change. However, the employer forcefully objected to this, stating that the legislation prohibited the filing of any report emanating from conciliation. A hearing was held on September 2, 2014, and the arbitrator rendered a summary decision dated September 17, 2014 in which he allowed the employer's opposition and ruled that the "Moisan" report would not be admitted as evidence.

Next step: The parties presented their respective final arguments before Arbitrator Claude Lauzon on January 23, 2015, and are awaiting a decision. However, Arbitrator Lauzon informed the parties that, given his annual leave and workload, the parties could expect a decision in the spring or early summer.

N00-10-00008

Articles 33 and 34

Union Representative: P. Arbour – Arbitrator: MOA prior to referral to arbitration.

Early in November 2012, the Union noticed that the Corporation had still not allocated point credits to each eligible employee as of October 2012 to ensure that these employees can obtain uniform items and protective clothing, in accordance with the charts found in Article 34 of the collective agreement. MOA before referring the grievance to arbitration

N00-10-00009

Clause 20.11 – Unpaid Sick Leave

Union Representative: C. Pleasants – Arbitrator: M. Picher

The employer refuses to grant unpaid sick leave to workers who have exhausted their sick leave credits and are unable to return to work. Instead, the Corporation harasses and intimidates those workers, threatening to release them for incapacity if they refuse to retire due to disability. The Corporation is in violation of the provisions of the collective agreement, including but not limited to, clause 20.11.

N00-10-00010

Postal transformation, Article 29

Union Representative: F. Turner – Arbitrator: A. Bergeron

To protect our members in the event it was decided that the modified work methods are not part of the postal transformation program, the Union is filing an alternative grievance to the effect that the new work methods are the result of a technological change and that Article 29 of the collective agreement must therefore apply.

Furthermore, since arbitrators Burkett and Keller are already dealing with a grievance and a dispute regarding the postal transformation program, the Union will, in due course, be referring to them any problem resulting from the modified work methods the Corporation is proposing to implement, notably with respect to their adverse effects.

N00-12-00001

Appendix “P” – Ratio

Union Representative: D. Lafleur – Arbitrator: M. Picher

Withdrawn by NEB resolution, along with grievances N00-03-00024, N00-07-00009, N00-07-00018 N00-07-00035 and N00-10-00003.

N00-12-00002

See grievance N00-12-00004 below.

Union Representatives: P. Arbour, C. Girouard

The employer alleges that a worker must have exhausted all steps in claiming benefits before a worker's compensation board before becoming entitled to STDP benefits. It maintains the worker can present a claim for STDP benefits when the worker's claim has been denied by a worker's compensation board on the grounds that the injury is not work-related. Furthermore, it claims that, should the worker appeal the decision of the workers' compensation board, that worker is not entitled to STDP benefits during the waiting period.

N00-12-00003

Practices regarding security screening of employees

Union Representatives: P. Arbour, C. Girouard, R. Eckert –

Arbitrators: A. Bergeron, K. Swan, C. Lauzon

Injunction granted – Recusal – Won on the merits

Summary: The right to liberty, which includes the right to privacy, is a fundamental right under the *Canadian Charter of Rights and Freedoms*, and is protected both in common law and under the collective agreement. The implementation of the Corporation's policy will violate these rights. – On December 7, 2012, Canada Post informed the Union of its intent to implement mandatory security screening for all workers, as set out in a "Practice Regarding Security Screening of Personnel." Under this process, the employer would subject employees to criminal record checks, and, in some instances, fingerprinting and credit and solvency checks.

Refusing to cooperate with the screening process or non-compliance with the practice would lead to discipline, including discharge.

Bergeron: recused himself – Swan: Cease-and-desist order granted – Lauzon: on the merits – Won

Dispute: Day or night, using its technology (webcams), Canada Post is monitoring everything members do, even in the rest areas of some of its postal facilities. But not satisfied with its current method of spying on our members' every move at work, the employer now also wants information on them and their family outside the workplace. The Corporation also wants to know about their financial situation and if they are in debt.

On April 26, 2013, national arbitrator Ken Swan issued the employer an interim order to cease any steps to implement its security screening process. Under clause 9.96 of the collective agreement, he also referred the grievance on its merits to national Arbitrator Bergeron, who had to recuse himself due to comments he made, and was replaced with Arbitrator Lauzon.

Consultation: Following a recommendation by arbitrator Swan, the parties met to explore possibilities for finding common ground. The Union sent the employer a proposal, for settlement, but the employer never responded and continued the procedure before Arbitrator Lauzon on the merits, on an “all or nothing” basis.

Decision: Arbitrator Lauzon effectively captured the Corporation’s intent. Basing his decision on the *Canadian Charter of Rights and Freedoms*, the *Personal Information Protection and Electronic Documents Act*, and relying on arbitrator Bird’s formal decision dated May 3, 1988 (730-85-00037), he concluded as follows:

“[Translation] ... *In the case at hand, what we have is merely a corporate requirement that is not supported by any legislative provision, and that is predicated solely on business considerations.*”

“... *The right of privacy, including the right of an employee to refuse to permit an employer to take fingerprints, is fundamental to any free society and should not be infringed upon by an employer in the absence of clear and unequivocal statutory authority, clear and unequivocal contractual language or by a clear and compelling inference to be drawn from contractual language. None of these is present in the grievance before me.*” Arbitrator Bird, May 3, 1988 (730-85-00037)

It was then ordered that the Corporation cease requiring workers to consent to criminal background and credit checks and the verification of other personal information, and to cease providing fingerprints to the Corporation or its officials.

In addition, the arbitrator ordered that the Corporation cease imposing forms of reprisal on workers who refuse to consent to the verification of their personal information.

Grievance N00-12-R0002 was filed to cover RSMC members as well. The Union did not have to apply to the CIRB for such an order, since the employer agreed to suspend the application of the new practice until a final decision was rendered on the implementation of its security screening process.

N00-12-00004

Article 20

Union Representatives: P. Arbour, C. Girouard – Arbitrator: T. Jolliffe

Application for injunction – MOA

Summary: Under Article 24 of the collective agreement, an employee who is incapacitated or unable to report to work as a result of an injury that is pending a decision of a provincial workers' compensation board is entitled to 70 % of his or her regular pay.

Where a provincial workers' compensation board (WCB) denied an employee's claim and the latter decided to request a review or to appeal the decision in accordance with the legislation, the Corporation was refusing to pay 70% of the worker's regular salary until the initial decision was overturned.

In addition, the Corporation was denying access to the Short-Term Disability Program (STDP) outlined in Article 20 of the collective agreement, unless workers waived their right of review or appeal of the decision. In cases where workers had not yet exercised such right of review or appeal to a WCB, the Corporation advised them that they would lose entitlement to any STDP benefits if they appealed, since they would be considered to have admitted, by virtue of their injury-on-duty claim, that their absence cannot be covered by the STDP as they themselves allege their injury is work-related.

Without such illegal actions, regardless of the outcome of the injury-on-duty claim before the workers' compensation board, the Corporation would eventually have to pay 70% of the employees' regular pay, either under Article 24 of the collective agreement or under Article 20 of the collective agreement.

The direct impact of these pressure tactics was that employees were waiving rights they would normally have exercised before a provincial workers' compensation board, in order to at least guarantee a needed source of income, even while their injury-on-duty claim was being processed by the workers' compensation board.

By using these pressure tactics, the Corporation hoped to discourage workers from using the workers' compensation program, which, in many respects, is much more beneficial to workers than merely receiving a portion of their salary. Such benefits include, but are not limited to, the rehabilitation process, the payment of allowances for bodily harm and compensation in the event of relapses, reoccurrences or aggravations.

N00-12-00005

Change to LCRMS manual – Appendix “CC”

Union Representative: N. Presne – Arbitrator: M. Picher

Canada Post violated the collective agreement by implementing changes to the Letter Carrier Route Measurement (LCRMS) Manual that have an impact on the employees' workload without the agreement of the Union or the decision of an arbitrator. Furthermore, the modified LCRMS manual was implemented prior to national consultation being finalized. The Union seeks to have the illegal version of the LCRMS manual rescinded until such time as the parties have reached agreement on changes that impact the workload of letter carriers, or the issues are resolved by the decision of an arbitrator. (See 4th National Vice-President's report.)

N00-12-00006

Appendix “P” – Recording of leave under the STDP

Union Representative: N. Presne – Arbitrator: A. Bergeron

MOA

N00-12-00007

Contributions to Pension Plan, 50%

Union Representatives: C. Kennedy, F. Turner – Arbitrator: K. Burkett

On or about May 29, 2013, the Corporation informed employees covered under the Canada Post Pension Plan that, as of July 1st, 2013, their employee contribution rate would increase by 0.7% of their pensionable earnings, to 8%. The Corporation also informed employees that further increases would occur from now until 2014 until the employee contribution rate reached 50% of regular contributions, i.e. approximately 9% of their wages. The Corporation decided this increase unilaterally, that is, without the consent of CUPW.

The increase in the employee contribution rate constitutes an illegal change in the working conditions set out in the collective agreement.

It would be best to deal with this issue in the next round of negotiations that will begin in a few months.

An identical grievance has been filed for the RSMC group.

N00-12-00008

Appendix “T” – Contracting-out – Fort McMurray

Union Representatives: F. Turner, C. Kennedy – Arbitrator: K. Swan

Summary: On May 22, 2013, the Canada Post informed the Union of its intention to contract out the delivery of parcels processed at the two Fort McMurray (Alberta) post offices. CPC is thus violating the collective agreement. – Route restructurings were conducted in 2012 at two letter carrier depots (LCDs) in Fort McMurray. The volume count had taken place in March 2012, i.e. under the 2007 collective agreement. These two depots included motorized mail couriers (MMCs). The new routes were implemented on August 20, 2012 (2007 collective agreement) and resulted in the loss of nine (9) routes for the two facilities.

On May 22, 2013 (2012 CA), the Corporation informed the Union of its decision to contract out parcel delivery in the two facilities that were restructured in 2012. The 075 forms for December 2010 and December 2011 show that the positions involved are MMC positions, since the second column has been marked with an “X”. However, in December 2012, the 075 forms no longer show the positions as being MMCs as a result of the spring 2012 restructuring that was implemented on August 20, 2012. Instead, the employer converted the MMC positions into mail mobile letter carrier positions (MMLCs).

Apart from the information found on the 075 forms, the arbitrator believes that the Corporation is not under any obligation to otherwise inform the Union that it intends to or has changed the functions in the PO-LC 1 classification (letter carriers). CUPW did not challenge this situation when the restructuring occurred in 2012, i.e. several months prior to the contracting-out notice. The arbitrator ruled that once the new collective agreement had been signed on December 21, 2012, there was a new guarantee against contracting out under Appendix “T”.

The work that is being protected against contracting out is work that is “normally, regularly and actually performed” by MMCs on December 21, 2012 and afterwards. In short, the Union cannot argue that the work is protected against contracting out if the letter carriers in the two facilities were not performing the work on December 21, 2012 (or after). As mentioned earlier, the Union did not challenge the change that occurred in March and August 2012. The Union was not notified until May 23, 2013 (2012 CA) of the Corporation’s intent to contract out the work.

Since letter carriers were no longer performing MMC work on December 21, 2012 and thereafter, Appendix “T” of the 2012 collective agreement could not protect functions that no longer existed. The arbitrator fairly clearly states that the grievance would have been allowed if the conversion from MMC to MMLC had taken place after December 21, 2012. The Corporation would then have been doing indirectly what it could not do directly. The Corporation has made a commitment until 2016 not to contract out MMC work, even if MMCs were replaced by MMLCs. – **Decision Lost.**

N00-12-00009

Clause 9.87 and Article 29 – Closure of Toronto office

Union Representative: C. Kennedy – Arbitrator: T. Jolliffe, K. Burkett

Injunction granted – Memorandum of Agreement

Arbitrator Jolliffe granted an interim injunction that prevents Canada Post from combining the Toronto and Scarborough Post Offices until Arbitrator Burkett renders a decision on the merits of CUPW’s national policy grievance on the matter.

Canada Post had served us notice that they were going to combine the Toronto and Scarborough Post Offices in order to move surplus workers from the Scarborough Post Office into vacant positions in the Toronto Post Office. The combining of the two Post Offices would have created horrendous commutes for any worker who would have had to travel across the Greater Toronto Area, possibly taking up to 1½ hours each way.

The Union filed a grievance stating that the combining of the Post Offices was in violation of a Memorandum of Agreement the parties signed on the impact of Postal Transformation in Scarborough – The employer withdrew its notice under clause 6.05 of the collective agreement and abandoned its plans to combine the Toronto and Scarborough postal facilities.

N00-12-00010

Top-Up Credits for Injury-On-Duty Leave

Union Representative: C. Girouard – Arbitrator: C. Lauzon

Summary: When a worker who is granted injury-on-duty leave with pay has top-up credits as defined in clause 20.08 of the collective agreement, the Corporation uses these top-up credits to make up the difference between 75% of the regular salary and the minimal amount the Corporation has to pay under the *Government Employees Compensation Act* and the applicable provincial legislation.

MOA: The Corporation to stop using top-up credits to make up the difference between 75% and the minimal amount the Corporation has to pay under the *Government Employees Compensation Act* and the applicable provincial legislation.

N00-12-00011

Eclipse – Article 44, clauses 44.05 and 44.07, Articles 17, 39

Union Representative: P. Arbour – Arbitrator: M. Picher

The employer introduced an automated system called “Eclipse” to manage work opportunities and work assignments for temporary workers in the bargaining unit. By introducing this new technology, the employer is violating the letter and spirit of Article 44, as well as the application of the collective agreement. The employer is adding to and violating the collective agreement by creating shift and weekend call-in lists.

Furthermore, the employer is not giving employees enough time to respond to work opportunities.

N00-12-00012

PDT CN 50 - GPS Surveillance

Union Representative: C. Pleasants – Arbitrator: A. Bergeron

The employer informed the Union that as of May 12, 2014, letter carriers will be required to carry with them throughout their work day the Personal Data Terminal (PDT) CN50 assigned to them. On the same date, the employer will activate the GPS (global positioning system) function of the PDT CN50. The employer believes it needs to individually monitor and assess letter carriers because of poor on-time delivery performance of admail.

The Corporation also intends to use this data to discipline employees. The employer will be requiring all letter carriers of the bargaining unit to carry the PDT as described above.

Initial hearing dates were cancelled on the eve of the first hearing due to the health problems experienced by counsel for the Union. A conference call later took place between counsels and the arbitrator to agree on additional dates.

N00-12-00013

Illegal Changes to the LRCMS

Union Representative: N. Presne – Arbitrator: **K. Swan**

Canada Post has violated the collective agreement by implementing illegal changes to the Letter Carrier Route Measurement (LCRMS) Manual which directly and negatively impact on the employees' workload; without agreement of the Union or the decision of an arbitrator. The Corporation is acting in bad faith and illegally by unilaterally proceeding with changes to the manual, and in violation of the provisions of the collective agreement. (See the 4th National Vice-President's report.)

N00-12-00014

Article 53

Union Representatives: C. Girouard, R. Eckert – Arbitrators: K. Burkett, C. Lauzon

Injunction/Merits – Injunction denied – Hearing on a priority basis

Summary: On or about August 21, 2014, the employer initiated the process provided for in Article 53 of the [Urban Operations] Collective Agreement with respect to the closure of a portion of the Ottawa Mail Processing Plant (OMPP). Under the notices that were given, workers have to decide, by August 31, 2014, how they will exercise their rights.

Dispute: On May 13, 2014, the employer advised the Union that, as of August 25, 2014, all Street Letter Box (SLB) mail and mail collected from postal retail outlets, lettermail from large volume mailers and admail at the Ottawa Mail Processing Plant (OMPP) and surrounding areas would be transferred to the Léo-Blanchette MPP for processing. In this same notice, the employer also announced that, if necessary, it would invoke Article 53 of the collective agreement.

The employer informed the Union that it was eliminating 88 positions and assignments, and consequently declared 88 workers to be surplus. On or about August 15, the employer reduced to 58 the number of surplus positions, assignments and workers. Canada Post also posted a list of 34 vacant positions that it intended to fill. Most of these, i.e. 32 of the 34, are vacant letter carrier routes that should have been filled under Article 13 prior to applying the provisions of Article 53.

First, it is important to remember that the notice issued on May 13, 2014 by Canada Post is part of a series of similar notices that the Union considered to be technological changes within the meaning of Article 29. (*See grievance N00-10-00007.*)

In addition, two initiatives announced by Canada Post in its five-point plan will have a direct and substantial impact on the day-to-day life of members. The first of these initiatives is Canada Post's intention to consolidate its national mail processing network to optimize the use of the mechanized equipment it acquired as part of rolling out the Modern Post. The second initiative is the elimination of door-to-door mail delivery and the massive conversion to community mail boxes (CMBs) across the country. These two initiatives will inevitably lead to surplus employee situations. In its notices to the Union, Canada Post announced its intention to use attrition to partly or wholly resolve surplus employee situations. As a result, we have noted that in many areas of the country, the employer is refusing to fill vacant positions and to post vacant assignments on a monthly basis, in violation of Article 13 of the collective agreement.

The Union therefore filed a grievance, as well as an application for an interim cease and desist order. On September 8, the parties appeared before a national arbitrator. The arbitrator did not issue the interim order requested by the Union. However, he ordered that the grievance be heard by way of priority, and Arbitrator Claude Lauzon was designated to hear the grievance on its merits.

Two days of hearings on the merits of the grievances took place on November 5 and 6, 2014.

Next Step: Two other days of hearings are scheduled for May 21 and 22, 2015. Other hearings may be required to complete this file.

N00-12-00015

STDP – Article 20 – Time Limit

Union Representative: C. Kennedy – Arbitrator: T. Jolliffe

Despite the fact that Article 20 of the urban unit collective agreement does not provide for a time limit to be eligible for the Short-Term Disability Plan (STDP), the employer is unilaterally imposing an unreasonable time limit on all workers who submit an STDP claim to provide their statement and their attending physician's statement, even though these workers are unable to work as a result of a non-compensable accident, illness or their hospitalization. Workers who cannot meet this time limit are denied STDP benefits despite having met the requirements of Article 20 of the collective agreement, and must reimburse the Corporation for the benefits they have already received.

Next hearing dates: June 11 and 12, 2015; July 14 and 15, 2015.

CPC-10-00002

Employer Grievance – Illegal Work Stoppage in Winnipeg – Urban Operations

Union Representative: R. Murray – Arbitrator: **K. Burkett**

Decision Lost – Union ordered to pay \$65,000 in damages.

CPC-13-00001

Employer Grievance – Illegal Work Stoppage, Fort McMurray

Union Representative: C. Kennedy – Arbitrator: **K. Burkett**

Under discussion with respect to damages to be paid to the Corporation.

The initial date was cancelled and the parties have yet to decide on a new date.

Rural and Suburban Mail Carriers (RSMCs)

N00-06-R0002

Article 35 – Financial Cap – RSMC Training

Union Representatives: D. Tanguay, G. Bossenberry, S. Champoux – Arbitrator: **P. Chapman**

Summary: The employer is contravening the provisions of the collective agreement by charging expenses to the financial cap that are not contemplated by the collective agreement nor agreed to by the union.

Memorandum of Agreement: A number of national grievances were resolved as per the reconciliation Fund MOA:

- **N00-06-R0002** – *Improper charges to financial cap*
- N00-06-R0006 – Amount charged to cap ref : pension plan
- N00-08- R0010 – Structuring of routes over 40 hours per week
- N00-08-R0018 – Charging of certain amounts related to Transition Committee to financial cap
- N00-08-R0020 – Modern Post training costs charged to cap
- N00-11-R0001 – Information not provided to Transition Committee. (2012)

N00-06-R0006

Article 35 – **Financial Cap** – Incorrect establishment of amounts charged to financial cap

Arbitrator: **S. Stewart**

The actuarial valuation incremental costs from 2004 to August 19, 2010, being challenged by the Union under grievance N00-06-R0006, were as follows:

- **\$11 million for 2004;**
- **\$1.6 million for 2005;**
- **\$3 million for 2006;**
- **\$1 million for 2007;**
- **(\$2.61) million for 2008;**
- **(\$1.64) million for 2009.**

Memorandum of Agreement: A number of national grievances were resolved as per the Reconciliation Fund MOA:

- N00-06-R0002 – Improper charges to **financial cap**
- **N00-06-R0006** - *Amount charged to cap ref: pension plan*
- N00-08-R0010 – Structuring of routes over 40 hours per week
- N00-08-R0018 – Charging of certain amounts related to Transition Committee to **financial cap**
- N00-08-R0020 – Modern Post training costs charged to cap
- N00-11-R0001 – Information not provided to Transition Committee. (2012)

N00-08-R0001

Articles 3 and 5 – **Freedom of Expression** – Buttons

Union representative: P. Arbour – Arbitrator: **P. Chapman**

Summary: (CUPW) is challenging the Canada Post Corporation (CPC) policy of prohibiting bargaining unit employees from wearing a button or other insignia to promote Canada's public postal service. CUPW also challenges CPC's policy of disciplining workers who refuse to obey the policy directive or an order to remove such buttons or insignia – **Grievance still active:** However, following an injunction obtained and an **arbitration decision** (*February 10, 2012*) rendered in a matter identical to one raised in an urban unit grievance (N00-07-00016), the employer did not pursue its policy with respect to RSMC members.

N00-08-R0002

Article 34 – Expenses incurred by members of the Transition Committee – **Financial Cap**

Union representative: C. Kennedy – Arbitrator: **S. Stewart**

Summary: The employer is refusing to reimburse the Union for all expenses incurred in relation to the work and activities of the union members of the Transition Committee, in accordance with Article 34.

Decision Won – Judicial Review: Withdrawn by CPC following **Memorandum of Agreement:** Reimbursement terms for grievances N00-08-R0002 and N00-08-R0015 – March 15, 2011.

N00-08-R0005

Articles 24 and 34 – Training vs. **Financial Cap (RHD)**

Union representatives: F. Turner, R. Murray – Arbitrator: **S. Stewart**

Summary: The employer is violating the provisions of the Collective Agreement when maintaining that the allowance for the pilot project on right-hand drive (RHD) vehicles and all related training costs will be charged to the financial cap.

Settlement: The RHD MOA, which is an Appendix in the new collective agreement, resulted in the settlement of grievances N00-08-R0005 and N00-08-R0021 about related issues. This was done through the Article 37 Tech Change process under the 2011 contract – Memorandum of Agreement on reimbursement terms – **October 5, 2012**

N00-08-R0007

Clause 24.03 – Boot Allowance

Union Representatives: L. Jarret, C. Girouard – Arbitrator: P. Chapman

Summary: The employer advised the Union, in March 2009, that it intended to amend the collective agreement and the current practice in relation to the boot allowance for workers in the Rural and Suburban Mail Carriers' (RSMC) unit, as set out in clause 24.03 of the RSMC collective agreement. The employer had decided to stop paying the boot allowance to workers who have been inactive for a year.

The arbitrator rendered his decision in early 2012 and concluded that the Corporation was required to pay the allowance to RSMCs who are Canada Post employees, including those who have been on extended leave.

Decision Won – January 24, 2013

N00-08-R0008

Article 24 – “Frequently Injured Employees” (FIE) Process

Union Representative: S. Champoux – Arbitrator: P. Chapman

Awaiting an arbitration decision for National Grievance **N00-07-00020** – Process identical to the one used for urban unit members.

N00-08-R0010

Clause 11.04 –Route restructuring over 40 hours

Union Representative: C. Pleasants – Arbitrator: P. Chapman

Memorandum of Agreement: A number of national grievances were resolved as per the reconciliation Fund MOA:

- N00-06-R0002 – Improper charges to financial cap
- N00-06-R0006 – Amount charged to cap : Pension plan
- **N00-08-R0010** – Structuring of routes over 40 hours per week
- N00-08-R0018 – Charging of certain amounts related to Transition Committee to cap
- N00-08-R0020 – Modern Post training costs charged to cap
- N00-11-R0001 – Information not provided to Transition Committee. (2012)

N00-08-R0012

Articles 11 and 13, and Appendix “A” – Travel beyond 0.5 km from regular line of travel

Union Representative: D. Lafleur – Arbitrator: J.-G. Ménard

In the case of some customers, the Corporation requires RSMCs to deliver personal contact items (PCIs) beyond the usual half-kilometre limit from the line of travel, but is only paying the one-dollar rate applicable to a PCI and additional kilometres at the rate of 44 cents per kilometre as per Appendix “A” of the collective agreement. On the very first arbitration data, the employer raised a preliminary legal argument alleging that the grievance was untimely and, alternatively, that an estoppel argument could be used against the Union. As for delivery beyond the 0.5 km limit, the Corporation’s evidence showed that, from at least starting in 2004, it had informed the Union of the existence of a product called “Delivery to door – All modes” that was in fact the new designation of a product or customer agreements that likely existed prior to 2004. The evidence also showed that RSMCs were paid at the rate of \$0.44 per additional kilometre and that the item was considered as a PCI item paid at the rate of one dollar during this entire period.

The estoppel (withdrawal) argument would surely have been allowed since the Union had clearly been advised of the existence of this practice, by at least 2004, and three collective agreement reopeners had been negotiated since then without this practise having been challenged, either by grievance or otherwise.

In short, the grievance was withdrawn from the arbitration procedure.

N00-08-R0015

Article 34 – Transition Committee – Accommodation and Meal Allowance

Union Representative: L. Jarret – Arbitrator: **P. Chapman**

Summary: CUPW grieved the employer's decision, announced in a letter dated August 13, 2010, to stop reimbursing the union members of the Transition Committee for the cost of their accommodation in Ottawa and their meal allowances.

**Memorandum of Agreement: Following arbitration decision on grievance N00-08-R0002
Reimbursement Terms – March 15, 2011.**

N00-08-R0016

Articles 11 and 34 – The employer refused to provide essential information to the Transition Committee.

Union Representative: R. Murray – Arbitrator: **S. Stewart**

The employer is no longer providing the Union with the useful and essential information the members of the Transition Committee need to identify and represent route holders and relief employees.

Arbitration Decision Allowed

N00-08-R0017

Clause 32.01

Union Representative: C. Girouard – Arbitrator: **J.-G. Ménard**

RSMC 80 and 100 Cubic Foot Vehicles – Preliminary Decision, Won - MOA

Summary: On April 14, 2010, the employer advised the Union of its intention to change the requirements for the types of vehicle to be used on Rural and Suburban Letter Carrier (RSMC) routes as of May 17, 2010. Despite the union-management consultation meetings that have been held, the employer is maintaining its new requirements for RSMCs. The Corporation's requirements are a violation of the provisions of the collective agreement, including, but not limited to, clause 32.01.

Memorandum of Agreement : Memorandum of Agreement covering many issues that was negotiated under the provisions of Article 35 on technological changes: **alterations to the reaching device** (second generation), development of training material, peer trainer selection process, peer trainer training process, wage terms for peer trainers, travel policy, RHD vehicles and special allowance, allowance payment provisions, interim values for CMB deliveries using the reaching device or the RHD vehicle, route restructurings within twelve (12) months where the Corporation has designated a route as a RHD vehicle route. Route holders who purchase or lease a vehicle receive a one-time lump sum payment of \$1,200.00, plus a special allowance provided for in paragraph 5 of Appendix “A” of the collective agreement. The memorandum also included a guarantee of meaningful consultation at the national level should the employer decide to change vehicle requirements.

N00-08-R0018

Article 35 – **Financial Cap** – No readjustment since 2004, \$6M

Union Representative: C. Pleasants – Arbitrator: J.-G. Ménard

Summary: The employer has violated the provisions of Article 35 and others of the collective agreement by advising the Union of its intention to recover \$6M from the financial cap. The employer alleges that transactions made by the Transition Committee as a result of route restructurings and the fair and equitable redistribution of remuneration had not been factored into the costs to be charged to the financial cap since 2004.

Memorandum of Agreement: A number of national grievances were resolved as per the reconciliation Fund MOA (not part of new collective agreement, despite employer's assertions):

- N00-06-R0002 – Improper charges to financial cap
- N00-06-R0006 – Amount charged to cap: Pension plan
- N00-08-R0010 – Structuring of routes over 40 hours per week
- **N00-08-R0018** - Charging of certain amounts related to Transition Committee to cap
- N00-08-R0020 – Modern Post training costs charged to cap
- N00-11-R0001 – Information not provided to Transition Committee.

N00-08-R0019

Articles 11, 33, 35 and Appendix “A”

Union Representative: C. Pleasants – Arbitrator: **S. Stewart**

Summary: In the verification of data related to one or more routes, the CPC has failed to implement appropriate and effective measures to ensure that workers receive the correct annual pay for their route.

A grievance hearing took place on July 3, 2014. In his testimony, Brother Donald Lafleur explained the provisions of the memorandum of agreement signed on October 5, 2012 to settle all RSMC financial cap-related issues. The national arbitrator ruled that this grievance had been settled by the memorandum of agreement in question.

N00-08-R0020

Article 35 – **Financial Cap** – Cost of Training for Modern Post Charged to Financial Cap

Union Representative: D. Lafleur – Arbitrator: **P. Chapman**

The Union was informed that the Canada Post Corporation (CPC) had been violating the provisions of the collective agreement by charging to the financial cap costs that were not contemplated by the collective agreement or agreed to by the Union.

Memorandum of Agreement: A number of national grievances were resolved as per the reconciliation Fund MOA (not part of new collective agreement, despite employer's assertions):

- N00-06-R0002 – Improper charges to financial cap
- N00-06-R0006 – Amount - **Charged to financial cap** : Pension plan
- N00-08-R0010 – Structuring of routes over 40 hours per week
- N00-08-R0018 – Charging of certain amounts related to Transition Committee to financial Cap
- **N00-08-R0020** – Modern Post training costs charged to cap
- N00-11-R0001 – Information not provided to Transition Committee. (2012)

N00-08-R0021

Clause 37 – Introduction of RHD Vehicles on RSMC Routes

Union Representative: P. Arbour – Arbitrator: **S. Stewart**

The employer informed the Union of its intention to unilaterally introduce right-hand drive vehicles (RHD) on RSMC routes and to charge the costs to the financial cap.

The Corporation introduced right-hand drive corporate vehicles on routes with RMBs without considering the application of the technological change or the impact on the RSMC remuneration or the change to the work method. In October 2012, the parties entered into negotiations under Article 37, which deals with technological changes, which resolved both national grievances listed below.

Memorandum of Agreement: The RHD MOA, which become an Appendix in the new collective agreement, resulted in the settlement of grievances **N0-08-R0005** and **N0-08-R0021** about related issues. This was done through the Article 37 Tech Change process.

N00-11-R0001

Articles 11, 12, 13, 34 and others

Union Representative: R. Murray – Arbitrator: **P. Chapman**

When changes are made to a route under Articles 11, 12, 13, 34 and other provisions of the collective agreement, the employer is failing to provide the Transition Committee with all relevant information, in violation of the provisions imposed by interest arbitrator B. Keller.

Settled – Memorandum of Agreement: A number of national grievances were resolved as per the reconciliation Fund MOA:

- N00-06-R0002 – Improper charges to financial cap
- N00-06-R0006 – Amount charged to cap : Pension plan
- N00-08-R0010 - Structuring of routes over 40 hours per week
- N00-08-R0018 – Charging of certain amounts related to Transition Committee to cap
- N00-08-R0020 - Modern Post training costs charged to cap
- **N00-11-R0001** – Information not provided to Transition Committee.

N00-11-R0002

Articles 11, 12, 13, 34 and others

Union Representative: F. Turner – Arbitrator: **S. Stewart**

When changes are made to a route under Articles 11, 12, 13, 34 and other provisions of the collective agreement, the employer is unilaterally applying Appendix “A” values to adjust annual remuneration when a RSMC route is restructured, combining or adjusting routes, thus bypassing the mandate of the Transition Committee, changing the practice of the parties, thus violating the collective agreement. – **Grievance linked to N00-11-R0003**

Grievance settled with the signing of the 2012 collective agreement – Including grievance N00-11-R0003

N00-11-R0003

Articles 11, 12, 13, 34 and others

Union Representative: F. Turner – Arbitrator: **P. Chapman**

When the Corporation adjusts routes or creates a new route under Articles 11, 12, 13 and 34 and other provisions of the collective agreement, it unilaterally applies Appendix “A” values to establish annual vehicle expenses. This results in incorrect annual pay. Furthermore, by bypassing the mandate of the Transition Committee, the employer is changing the practice of the parties and is violating Article 33,

Grievance settled with the signing of the 2012 collective agreement – Including grievance N00-11-R0002

N00-11-R0005

Article 12 – Filling of Vacant Routes and Permanent Relief Positions

Union Representative: C. Girouard – Arbitrator: **P. Chapman**

Summary: The employer had failed to implement the language of Article 12 in Arbitrator Keller’s interest arbitration award of October 26, 2011, regarding the application of the new collective agreement provisions. – **Memorandum of Agreement**

Memorandum of Agreement: It is the Union's position that the new staffing process should have been implemented on January 23, 2012. A "temporary staffing process" was implemented by CPC for vacant routes on March 5, 2012. This temporary staffing process allowed OCREs to be considered for a vacant position prior to external hires within 75 km (from 50 km) of their current work location. Required system changes, including the ability to post the specific vacant route as opposed to the postal installation, was implemented by CPC on April 30, 2012. Any competition that had started prior to the implementation of the temporary staffing process on March 5, 2012 or the new staffing process as implemented on April 30, 2012 continued until completion using the staffing rules under that collective agreement modified October 8, 2008. No worker was adversely affected by the implementation of the temporary staffing process on March 5, 2012 or the new staffing process on April 30, 2012. The Memorandum of Agreement settles the national grievance and 12 individual grievances.

N00-11-R0006

Article 22 – Controlled Drug Plan

Union Representative: **C. Kennedy** – Arbitrator: S. Stewart

Summary: The employer failed to reimburse employees for the cost of eligible drugs purchased since December 1, 2011 to those employees who enrolled in the Controlled Drug Plan on or after February 1, 2012.

Memorandum of Agreement (2012 07 13): The Parties agreed that eligible workers who applied for the Controlled Drug Plan (drug plan) between January 31, 2012 and April 1, 2012, had the option of receiving retroactive drug plan coverage to December 1, 2011. Should a worker choose retroactive coverage he or she will be responsible for payment of the applicable monthly premiums as of December 1, 2011. The employer's costs relating to retroactive coverage for December 2011 were charged to the Financial Cap with the funds coming from the Reconciliation Fund established as a result of the Keller award.

N00-11-R0007

Article 19 – Personal Leave Days

Union Representative: C. Pleasants – Arbitrator: **P. Chapman**

Summary: The employer had failed to credit all employees employed on or after January 1, 2012 with seven (7) personal days of paid leave per calendar year. – **Resolved with the renewal of the collective agreement.**

A review of the final aspects of Arbitrator Keller’s decision led to the resolution of grievance N00-11-R0007, which dealt with the final provisions of the 2011 collective agreement on court leave, personal leave, the child care fund and the maximum allowable distance (75 kilometres) to apply for a vacant route. This settlement occurred during the same period but it was part of the 2011 round of negotiations.

N00-11-R0008

Article 8 – Refusal to recognize the seniority of on-call relief employees (OCREs)

Union Representative: C. Pleasants – Arbitrator: **S. Stewart**

Decision Lost – Judicial Review/Awaiting a ruling from the Superior Court of Ontario

Summary: The Union is challenging Canada Post’s interpretation of Article 8 of the collective agreement.

The employer is refusing to grant seniority from the last date of entry in the unit when an On-Call Relief Employee obtains a vacant route pursuant to the provisions of Article 12.

This case involves the application of Article 8 and the interpretation of hiring into the bargaining unit of OCRE, when they become regular employees.

When an OCRE is brought in the bargaining unit, they do not accumulate seniority as per appendix “E” of the collective agreement. The question is when the OCRE becomes a RSMC or permanent relief employee (PRE), when does the seniority start?

The Union's position has been that an employee's hiring in the bargaining unit is the commencement of the seniority date. In early 2014, arbitrator Stewart agreed with the Union's reading of the language, but found the reading of the collective agreement in whole did not warrant the seniority to accumulate.

The Union disagreed with that decision and proceeded in judicial review that was heard in front of the Superior Court of Ontario on January 27, 2015. The Court rejected the Union's application. However, one judge dissented. We are considering appealing the ruling.

N00-11-R0009

Appendix "G" – Normal Workweek over 40 hours

Union Representative: D. Lafleur – Arbitrator: **P. Chapman**

Memorandum of Agreement – 2012 10 09

The Union grieves that the employer has violated Appendix "G" and all applicable provisions of the collective agreement in that it has failed to identify routes where the normal workweek exceeds forty (40) hours per week calculated over a four (4)-week period to review such routes with the objective of reaching a normal workweek of forty (40) hours on average, calculated over a four (4)-week period.

The obligation found in Appendix « G » of the 2011 collective agreement, i.e. to resolve the review of the routes prior to December 31, 2011, is recognized by the MOA dated August 31, 2012.

The Corporation confirmed that there were no helpers utilized under clause 13.03 (Interim Measures) of the RSMC collective agreement. Furthermore, any request under 13.02 (Adjustment in the Normal Workday or Workweek) and the use of a helper under 13.03 is outside the scope of what is required by the Corporation under Appendix "G".

N00-12-R0001

Clause 14.02 – Compensation

Union Representative: C. Pleasants – Arbitrator: **S. Stewart**

Preliminary Decision / Won

When replacements are used to cover the absence of rural and suburban mail carriers (RSMCs), the Corporation is paying them an amount equal to the daily rate that would be owed to them in application of Appendix “A” of the collective agreement, notwithstanding the fact that the worker being replaced is receiving a ‘red-circled amount’ in accordance with clause 33.01 (b) of the collective agreement. However, under clause 14.02 of the collective agreement, the Corporation is required to pay to the replacement the equivalent of the daily rate of the employee being replaced.

On December 2, 2014, Arbitrator Stewart ruled that the employer was required to pay contractors the amount outlined in clause 14.01. However, the Arbitrator also indicated that no allowance would be paid to contractors, as they are not represented by CUPW.

N00-12-R0002

Employee Security Screening Practice

Union Representatives: P. Arbour, C. Girouard, R. Eckert – Arbitrator: J. Bloch

The right to liberty, which includes the right to privacy, is a fundamental right under the *Canadian Charter of Rights and Freedoms*, and is protected both in common law and under the collective agreement. The implementation of the Corporation’s policy will, at least prima facie, violate these rights. – On December 7, 2012, Canada Post announced its intent to implement mandatory security screening for all workers, as set out in a “Practice Regarding Security Screening of Personnel.” Under this process, the employer would subject workers to criminal record checks, and, in some instances, fingerprinting and credit and solvency checks.

Refusing to cooperate with the screening process or non-compliance with the practice would lead to discipline, including discharge. Bergeron: recusal – Swan injunction granted -Lauzon on merits – Won (2014-11-19) – See grievance N00-12-00003.

N00-12-R0003

Article 24 – Violence in the Workplace – Training at Home on Own Time

Union Representative: C. Pleasants, G. Bossenberry – Arbitrator: **S. Brault**

Memorandum of Agreement: The Union has been informed by the Corporation, that they intend to provide RSMCs with training at home on their own time for Violence in the Workplace without pay.

The new RSMC collective agreement includes a compensation model that is meant to capture payment for work done. In 2013, the corporation indicated that RSMCs were to complete training on their own time for free. As a result, a grievance was filed, which resulted in a MOA that recognized that RSMCs needed to be compensated when work or training is delivered.

N00-12-R0004

Pension Plan Contribution – 50% - Increase in payroll contribution

Union Representatives: F. Turner, C. Kennedy – Arbitrator: **S. Stewart**

On or about May 29, 2013, the Corporation informed employees covered under the Canada Post Pension Plan that, as of July 1st, 2013, their employee contribution rate would increase by 0.7% of their pensionable earnings, to 8%. The Corporation also informed employees that further increases would occur from now until 2014 until the employee contribution rate reached 50% of regular contributions, i.e. approximately 9% of their wages. The Corporation decided this increase without the consent of CUPW. This increase constitutes an illegal change in the working conditions set out in the collective agreement.

The Union filed this grievance to protect its rights and workers' rights.

It would be best to resolve this issue in the next round of negotiations, which will start in a few months.

An identical grievance was filed for the urban operations' unit (N00-12-00007).

N00-12-R0005

Clause 13.03 – Route Restructures

Union Representative: C. Pleasants – Arbitrator: **J. Bloch**

When restructuring routes, the Corporation is requiring that some RSMCs perform, except as provided for in clause 13.03 of the collective agreement, the sortation of mail for one or more points of call for which they are not performing the delivery; in doing so, the Corporation is altering RSMC's duties. Three days of hearings had been held at the time of writing this report.

N00-12-R0006

Appendix “A” – Business Directs

Union Representative: C. Pleasants – Arbitrator: **S. Brault**

Memorandum of Agreement: The Corporation is amending or intends to amend the criteria used for determining “business directs” and the monetary or other values that are provided for in the activity component of Appendix “A” of the collective agreement. In so doing, the Corporation is assigning a value not consistent with the activity component for certain types of business direct deliveries.

In late 2013, the Corporation introduced a value in Appendix “A” that unilaterally reduced compensation for RSMCs involving delivery to business directs. This value was intended to be paid as a new door-to-door value thereby reducing the delivery value compensation. In December 2014, at the hearing in front of the arbitrator, the corporation realized that the unilateral adjustment of the Appendix “A” value would not make a good case; this resulted in a MOA compensating RSMC that had had this conversion and the situation reverted to the past practice this January 1, 2015. This file closed during negotiations.

N00-12-R0007

Article 17 – STDP – Time Limit

Union Representatives: C. Kennedy, C. Girouard – Arbitrator: **S. Stewart**

Summary: The employer is unilaterally imposing an unreasonable and arbitrary time limit on all workers for submitting a Short-Term Disability Plan (STDP) claim, even though these employees are unable to work as a result of a non-compensable accident, illness or their hospitalization. Workers who cannot meet this time limit are denied STDP benefits and must reimburse the Corporation for the benefits they have already received. The employer’s actions violate the collective agreement. – Awaiting a decision regarding urban grievance N00-12-00015.

Statistical Grievance Resolution Report – Urban and RSMC Units

Statistics found in the “Grievance Resolution Report” offer an overview of the work accomplished by the Union from the moment a grievance is referred to arbitration. Efficiency and success depend on a vast network of union representatives who, day in and day out, work to protect and defend the rights of our sisters and brothers, no matter where they are in the country.

A grievance – the shield at the heart of the members’ defence – is an essential tool in fighting employer abuse, both in ensuring proper application and interpretation of collective agreements and in protecting freedom of expression and the right to privacy. Not only are we making gains for our members, but also for the labour movement as a whole when, for example, the Union is successful in preventing Canada Post from demanding that workers obtain a security clearance and provide fingerprints, as well as being subjected to credit checks, or in having the *Canadian Charter of Rights and Freedoms* recognized as an integral part of the collective agreement.

Briefly, here are the steps involved in preparing a grievance file:

First, we have union stewards, who represent members on the work floor, conduct investigations, prepare grievance investigation reports, gather evidence and forward the matter to the union local which, in turn, prepares and submits a grievance and attends the grievance hearing.

The regional office then reviews the grievance and decides whether it is to be recommended for referral to the grievance procedure or not. Finally, the national office reviews this recommendation and decides whether or not the grievance should be referred to arbitration, if the file includes the necessary evidence in support of the grievance.

Grievances are then referred to arbitration and can be heard at an arbitration hearing, settled prior to the hearing, held in abeyance or withdrawn from the grievance procedure.

At arbitration hearings, the Union is represented by regional officers, locals or worker advocates, as well as legal counsel.

So there are hundreds of union representatives involved daily in defending members and the Union.

Discharge Cases and Dismissals

Urban Operations

The report on discharge cases covers the 1995, 2000, 2003, 2007, 2010 and 2012 collective agreements for the period up to February 13, 2015.

During this period, there were 4,789 discharge grievances. In total, 207 grievances (88%) were closed by arbitration decision or settlement or withdrawn from the grievance procedure. There are 582 active discharge grievances remaining, i.e. 12%. There are 316 active grievances under the 2010 and 2012 collective agreements. It is also important to mention that the majority of regional offices have accomplished very important work administratively, having sent the national office relevant information on active discharges under the 1995, 2000 and 2003 collective agreements. This has resulted in substantially reducing the number of grievances. Only 90 active discharge grievances remain for these three collective agreements, which represents 4 % of all discharge grievances referred by CUPW to arbitration.

Rural and Suburban Mail Carriers (RSMCs)

The report on discharge cases covers the 2003, 2006, 2008, 2011 and 2013 collective agreements for the period up to February 13, 2015.

During this period, there were 255 discharge cases. In total, 219 grievances (86%) were closed by arbitration decision or settlement or withdrawn from the grievance procedure. There are 36 active discharge grievances remaining, i.e. 14%. There are 18 active grievances under the 2011 and 2012 collective agreements. Discharge cases under the 2003 collective agreement were all closed by arbitration decisions, having either been settled or withdrawn from the grievance procedure. Only 18 active cases remain from the 2006 and 2008 collective agreements. We understand that most, if not all of these cases, are not really active cases, but administrative work related to system management will have to be done for the Union to get an accurate picture of the situation.

Number of discharge cases – All units combined

The total number of discharges cases, both units combined, is 5,044, including 4,426, i.e. 88% (87.74%) closed by arbitration decision or settlement or withdrawn from the grievance procedure. There are 618 active discharge cases, i.e. 12% (12.25%) compared to August 2012, when there were 15 % of active discharge cases remaining for the urban and RSMC units.

Grievance Resolution Report

The “Grievance Resolution Report” covers the 2003, 2007, 2010 and 2012 urban collective agreements for the period up to February 13, 2015. It also covers the 2003, 2006, 2008, 2011 and 2012 RSMC collective agreements, up to February 13, 2015.

For the period covered by the “Grievance Resolution Report” for both bargaining units, the Union referred 177,579 grievances to arbitration, 74% (131,931 files) of which were closed by arbitration decision or settlement, or withdrawn from the grievance procedure, which is a 4% improvement compared with the months of April-May 2014. There are 45,648 active grievances pending, i.e. 26% of the total number of grievances referred to arbitration. This is a decrease of 6% compared with the months of April-May 2014. However, 10,870 of these active grievances are in abeyance, either because we are awaiting an arbitration decision or because they don’t involve any financial loss or raise moot points. This represents 24% of all active grievances. If we remove the grievances held in abeyance, there are 34,778 active grievances pending, which represents 18,482 fewer cases (grievances) than for April-May 2014.

Grievances in abeyance should be reviewed more closely, as many of them could probably be closed using clause 9.82 and/or 9.106 of the urban collective agreement and clauses 9.19 and/or 9.28 of the RSMC collective agreement.

From the total 131,931 closed grievances, 19,895 grievances were withdrawn from arbitration, i.e. 15%, 106,646 were settled, i.e. 81%, and 5,620 were closed by arbitration decision, i.e. 4%. Three grievances were compiled as “Other closed” and the percentages were rounded.

Urban Operations

The “Grievance Resolution Report” covers the 2003, 2007, 2010 and 2012 urban collective agreements up to February 13, 2015.

During the period covered by the “Grievance Resolution Report” for the urban unit, the Union referred 169,071 grievances to arbitration, 75% (126,089 files) of which were closed by arbitration decision or settlement, or withdrawn from the grievance procedure.

There are 42,982 active grievances, i.e. 25%. However, 10,494 of these active grievances are in abeyance, either because we are awaiting an arbitration decision or because they don't involve any financial loss or raise moot points. This represents 24% of all active grievances. If we remove the grievances held in abeyance, there are 32,488 active grievances pending.

Out of the total of closed grievances (126,089), 18 534 grievances were withdrawn from arbitration, i.e. 15%; 102,780 were settled, i.e. 82%, and 4,952 were closed by arbitration decision, i.e. 4%. It should be noted that the percentage of each of these categories has practically not changed over the past few years.

Rural and Suburban Mail Carriers (RMSCs)

It also covers the 2003, 2006, 2008, 2011 and 2012 RSMC collective agreements, up to February 13, 2015. For the period covered by the "Grievance Resolution Report," the Union referred 8,508 grievances to arbitration, 69% (5,842 files) of which were closed by arbitration decision or settlement, or withdrawn from the grievance procedure.

There are 2,666 active grievances, i.e. 31%. However, 376 of these active grievances are in abeyance, either because we are awaiting an arbitration decision or because they don't involve any financial loss or raise moot point. This represents 14% of all active grievances. If we remove the grievances held in abeyance, there are 2,290 active grievances pending.

From the total 5,842 closed grievances, 1,541 grievances were withdrawn from arbitration, i.e. 26%; 3,866 were settled, i.e. 66%, and 435 were closed by arbitration decision, i.e. 7%.

Summary of Costs Related to the Grievance Arbitration Procedure

The analysis below, entitled "Summary of Costs Related to the Grievance Arbitration Procedure," covers the period of July 1st, 2011 to February 17, 2015. This period is separated over four charts entitled "Summary of Arbitration Costs," which are attached. The first three parts cover a full fiscal year, i.e. from July 1st to June 30, while the fourth covers a period of six months and a half, i.e. from July 1st, 2014 to February 17, 2015.

Since we already have 6.5 months of data for the fiscal year 2014-15, we simply extrapolated the data using a rule of three to determine what the costs would be over a 12-month period, if the trend continues.

The first two columns reflect the arbitrators' fees and expenses for the urban, RSMC and private sector bargaining units. The third column includes fees for the use of legal counsels, worker advocates and expert witnesses. Finally, the fourth column provides the total legal and arbitration fees.

The chart for the fiscal year 2013-14 includes two additional columns. One reflects the total arbitrator-related costs, including cancellation fees, and the other shows the difference between the fiscal year 2010-11 and 2013-14 as a percentage of total costs.

The total arbitration-related costs for the first year of the term, i.e. the fiscal year 2011-12, are \$3,378,300.44, which is \$439,017.02 less than for the fiscal year 2010-11 and represents a 12% decrease in arbitration costs.

The total arbitration-related costs for the second year of the term, i.e. 2012-13, are \$2,933,184.99. This amount is \$445,115.45 less than the previous year and represents a 13% decrease in arbitration costs.

For the third year of the term, i.e. 2013-14, arbitration-related costs increased slightly to \$3,006,010.18. This is \$72,825.19 more than for the fiscal year 2012-13 and represents a 2% increase in arbitration-related costs. However, it is important to mention that some irregularities were discovered while drafting this report. For example, the "miscellaneous" arbitration-related category for the fiscal year 2013-14 includes fees for the CUPW condos, wages and expenses for the Appendix "AA" working group, OC Transpo bus tickets and accommodation costs for a legal counsel tasked with lobbying a number of ministers, for a total of \$149,682.16. The vast majority of these costs should never have been charged to the arbitration budget. I will get back to these irregularities further on.

For the fiscal year 2014-15, arbitration-related costs should total \$2,045,359.61, if the trend continues. This is \$960,650.57 less than in 2013-14 or represents a decrease of nearly 32%.

The two columns with arbitrators' fees and expenses must be combined to obtain the actual cost of grievance arbitrators. Once combined, the total arbitrator costs for the fiscal year 2013-14 are \$1,769,476.41, which represents \$145,984.10 more than the previous year and a 9% increase in total arbitration costs. These costs represent 59% of total arbitration costs for the fiscal year 2013-14, compared with 55% in 2012-13. At the 2011 Convention, arbitrator costs accounted for 41% of arbitration costs, and legal fees, 59%, unlike today.

Legal fees for legal counsels, worker advocates and expert witnesses for the year 2013-14, are \$1,236,533.77, i.e. 41% of the total arbitration-related costs. We note that for the fiscal year 2013-14, arbitrator costs have increased by 4% while legal fees have dropped 4%. This shows that the Union is continuing its effort to minimize the use of legal counsels.

For the 2013-14 fiscal year, this represents approximately \$62.62 per member, based on 48,000 members, i.e. a 2% increase compared with 2012-13. However, if the trend continues, for the fiscal year 2014-15, this cost would represent \$42.61 per member, i.e. a 32% decrease compared with 2013-14.

As mentioned earlier, a number of irregularities were discovered while drafting this report. The Grievance Department, both regionally and nationally, is responsible for the administration of the arbitration procedure under Article 9 of the urban operations and the RSMC collective agreements, as well as all related costs. It's important to understand that a number of arbitration cases or judicial proceedings are not at all related to Article 9. One such example is the arbitration before Arbitrator Keller for the RSMC collective agreement. This was interest arbitration, a process used as a substitute to the right to strike as part of the collective agreement reopener. Another example, still before Arbitrator Keller, is the interest arbitration under Article 29 of the urban operations' collective agreement, which deals with the implementation of the Modern Post and allows the arbitrator to amend the collective agreement. For example, a total of \$46,047.21 was charged to budgetary account 110 (arbitration) between August 2011 and June 2012, instead of to the Modern Post budget account.

Irregularities were also noted concerning authorizations issued by the national office for retaining legal counsel. For example, an authorization for a legal opinion on the pension plan cost the Union over \$83,000.00. It is clear that the mandate given to the legal counsel in question largely exceeded simply providing a legal opinion and included representation work. Admittedly, these expenses, which were incurred to defend members of the bargaining unit, were warranted, but their improper designation could skew the cost analysis.

Another example pertains to authorizations NAT-08-010 and NAT-08-042 issued by the national office in relation to grievance N00-06-R0002. A total of \$749,219.09 was billed to the Union by the legal counsel responsible for this file in 2010-11 alone. Grievance N00-06-R0002 challenges the fact that the employer wanted to charge the cost of employee health and safety training to the financial cap outlined in the RSMC collective agreement. While these two authorizations were issued in relation to national grievance N00-06-R0002, many other disputes were resolved concurrently, such as the grievance challenging the fact that the employer was restructuring routes of more than 40 hours per week. Other issues included the employer's refusal to provide the Transition Committee with information, as well as various amounts the employer wanted to charge to the RSMC financial cap, such as Modern Post and right-hand drive training, pension plan costs, and the readjustment of the financial cap since 2004. While seven (7) national grievances* were dealt with as part of this settlement, the total legal fees paid by the Union for these two authorizations was \$1,584,171.92 over a 5-year period, i.e. from March 18, 2008 to January 2013. Once again, this is not to say that the amounts associated with these authorizations were not warranted, but it should be remembered that a number of these settlements occurred as part of negotiations, and that this is a very special situation, which is unlikely to reoccur.

() N00-06-R0002, N00-06-R0006, N00-08-R0005, N00-08-R0010, N00-08-R0018, N00-08-R0020 and N00-11-R0001.*

It should be noted however that the grievances listed above that dealt with the financial cap resulted in \$24M being returned to members of the RSMC bargaining unit.

The National Grievance Department recently announced, with the National Executive Board's approval, that it intended to change the authorization process for retaining legal counsel by approving a maximum amount for each authorization, in an effort to control costs. Of course, if the authorized amount is insufficient, it can be increased with proper justification. In addition, the new process will no longer allow the use of a single authorization number for different files.

To conduct a proper analysis of grievance and arbitration-related costs, it's important to understand what these costs represent and the various ways they can be analyzed.

For many years, the National Office has been preparing statistics for National Conventions, NEB/REC meetings and Regional and National Presidents' Meetings. To prepare these statistics, the Grievance Department uses the "Summary of Arbitration Costs" report generated by Oracle, the administrative software used for the grievance and arbitration procedure. This Oracle report was used to prepare the charts found under Appendix "C" of this report.

This report shows the arbitrator-related costs in the first two columns, and legal fees, such as legal counsel expenses, in the third column. A review of the report produced by the National Board of Trustees shows that their analysis of the arbitration costs includes other expenses, which are not reviewed in the Grievance Department report.

The National Board of Trustees' report includes witness-related costs under code 7200. These can include witnesses for local grievances heard under the regular or formal arbitration procedure or under the national formal procedure. This same code can also apply to witness costs for the different provincial workers' compensation agencies, witnesses for formal grievance hearing at the regional level, such as discharge cases, or witnesses called as part of a national formal arbitration. We note that this practice is not standardized in that, in some cases, these costs also appear on the invoice of the legal counsels assigned to the case, who ensure payment, for example, for expert witness testimony. We should be cognizant of the fact that it is very difficult to control these costs because, in general, the evidence on file determines the number of witnesses required in any given case.

The National Board of Trustees' report also includes CUPW worker advocate costs. This is one of the measures initiated by the Union to curtail arbitration-related costs. It is really difficult to assess the actual value of this initiative in terms of legal fees because in most cases, the worker advocates are used under the regular arbitration procedure.

Therefore, to allow for the cost analysis to continue in the same way as throughout the term, the statistics issued by the Grievance Department only take into account arbitrator costs and legal fees.

At the 2011 National Convention, we had included in our report for the fiscal year 2011 a "Summary of Arbitration Costs" chart that is essentially the same as those included in this report.

Our fiscal year is from July 1st to June 30.

Appendix “C” includes the charts for the 2011 and 2014 fiscal years. Both are for a full year. The Appendix “D” chart is a summary of the arbitration costs for the fiscal year 2014. This chart includes three (3) additional columns, including one that provides the total arbitrator-related costs, including cancellation fees; another that combines arbitrator-related costs and legal fees, and a third one that shows differences in percentage compared with the 2011 fiscal year.

Slightly less than three and a half (3.5) years separate the two charts.

A comparison of the two charts shows that the situation in 2014 has improved, mainly in terms of the costs we have control over, i.e. legal fees.

In this regard, we note that arbitrator-related costs (including cancellation fees) represent, for the fiscal year 2014, 59% of arbitration fees, while, in 2011, those same costs represented 41% of arbitration fees. As for the legal fees, they represented 59% for the fiscal year 2011, compared with 41% for the fiscal year 2014.

At the national level, arbitrator-related costs, including cancellation fees dropped 25% compared with the cost identified in 2011. Still at the national level, legal fees for the fiscal year 2014 **dropped** by 61% compared with the fiscal year 2011.

At the national and regional levels, there has been a 44% reduction in legal fees, excluding arbitrator-related costs, for the fiscal year 2014 compared with the fiscal year 2011. However, total arbitrator-related costs have increased 12% at the national and regional levels in 2014, compared with the fiscal year 2011.

National Board of Trustees’ Report: 3rd and 4th Verifications

In their 3rd verification report, the trustees recommended, under arbitration costs, that the Union train worker advocates and assign them to arbitration cases in accordance with section 10.08 (i) of the National Constitution.

The National Executive Board responded, in part, as follows:

“The National Executive Board is concerned that some of the expenses making up the totals provided to and reported by the trustees may have been misclassified and a review is being done to ensure the accuracy of the figures.”

In the trustees' 4th verification report, the concerns raised by the National Executive Board in its response to the 3rd verification had not been rectified. These irregularities or inaccuracies are explained earlier in this report.

Transfer of Grievance Files

On another note, we would like to inform you that we are currently working with the Metro-Montreal Region on a project to electronically transfer to the national office the grievances files to be referred to arbitration. This is another way of reducing indirect costs. If this experience is conclusive, it could be extended to all regional offices. For the time being, we have not had enough interaction to determine if it will be more efficient.

In closing, I would like to thank the National Union Representatives in the Grievance and Arbitration and Staffing Departments for their commitment and determination in fighting for the membership and for their work during this extremely difficult term under this reform government. Nothing is ever easy, but some years are more difficult than others.

The struggle continues.

Philippe Arbour
National Grievance Officer

APPENDICES:

- A: Charts – Statistics – Active and Closed Discharge Cases
- B: Charts – Statistics – Grievance Resolution
- C: Charts – Statistics – Summary of Arbitration Costs
- D: Chart – Statistics – Summary of Arbitration Costs (comparison between 2011 and 2014)

APPENDIX “A”

Charts – Statistics

Active and Closed Discharge Cases

Urban Operations - Active & Closed Discharges 1995-2000-2003-2007-2010-2012

| | 1995 | | 2000 | | 2003 | | 2007 | | 2010 | | 2012 | |
|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Active | Closed | Active | Closed | Active | Closed | Active | Closed | Active | Closed | Acitve | Closed |
| Atlantic | 0 | 47 | 1 | 26 | 0 | 82 | 5 | 118 | 7 | 29 | 15 | 12 |
| Québec | 0 | 39 | 0 | 31 | 0 | 72 | 3 | 63 | 4 | 41 | 6 | 21 |
| Metro-Montréal | 0 | 78 | 0 | 79 | 0 | 130 | 2 | 172 | 5 | 104 | 28 | 49 |
| Central | 0 | 66 | 0 | 57 | 1 | 81 | 25 | 99 | 22 | 28 | 19 | 12 |
| Ontario | 6 | 124 | 8 | 99 | 3 | 129 | 39 | 230 | 9 | 64 | 53 | 89 |
| Metro-Toronto | 0 | 303 | 0 | 109 | 1 | 107 | 25 | 243 | 20 | 53 | 42 | 32 |
| Prairie | 12 | 113 | 13 | 88 | 16 | 63 | 19 | 144 | 16 | 48 | 23 | 15 |
| Pacific | 9 | 126 | 6 | 119 | 14 | 111 | 58 | 171 | 12 | 58 | 35 | 33 |
| TOTAL | 27 | 896 | 28 | 608 | 35 | 775 | 176 | 1240 | 95 | 425 | 221 | 263 |

| | |
|-------------|------|
| Grand Total | 4789 |
| Active | 582 |
| Closed | 4207 |

RSMC - Active & Closed Discharges 2003-2006-2008-2011-2012

| | 2003 | | 2006 | | 2008 | | 2011 | | 2012 | |
|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Active | Closed | Active | Closed | Active | Closed | Active | Closed | Active | Closed |
| Atlantic | 0 | 4 | 0 | 7 | 0 | 9 | 0 | 1 | 2 | 7 |
| Québec | 0 | 13 | 0 | 8 | 0 | 6 | 0 | 4 | 0 | 3 |
| Metro-Montréal | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 1 | 0 |
| Central | 0 | 6 | 0 | 8 | 5 | 9 | 0 | 1 | 0 | 0 |
| Ontario | 0 | 10 | 0 | 14 | 8 | 17 | 1 | 1 | 9 | 0 |
| Metro-Toronto | 0 | 0 | 0 | 7 | 0 | 16 | 0 | 0 | 0 | 0 |
| Prairie | 0 | 6 | 0 | 3 | 1 | 7 | 0 | 3 | 2 | 0 |
| Pacific | 0 | 4 | 2 | 5 | 2 | 5 | 1 | 2 | 2 | 6 |
| TOTALS | 0 | 44 | 2 | 55 | 16 | 72 | 2 | 15 | 16 | 33 |

| | |
|-------------|-----|
| Grand Total | 255 |
| Active | 36 |
| Closed | 219 |

APPENDIX “B”

Charts – Statistics

Grievance Resolution

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: CUPW
Report Date: 13/02/2015 Collective Agreement Year: 2003

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|
| Article 9.106 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Article 9.82 | 0 | 265 | 900 | 1 | 222 | 1087 | 7 | 69 | 123 | 2674 |
| Other Abeyance | 0 | 1 | 5 | 0 | 0 | 7 | 1 | 0 | 6 | 20 |
| Total Abeyance | 0 | 266 | 905 | 1 | 222 | 1094 | 9 | 69 | 129 | 2695 |
| Percent Abeyance | 0% | 5% | 17% | 0% | 6% | 12% | 0% | 1% | 3% | 6% |
| Other Active | 2 | 11 | 56 | 23 | 5 | 160 | 157 | 412 | 42 | 868 |
| Total Active | 2 | 277 | 961 | 24 | 227 | 1254 | 166 | 481 | 171 | 3563 |
| Percent Active | 9% | 5% | 19% | 0% | 6% | 13% | 3% | 8% | 4% | 8% |

| | | | | | | | | | | |
|----------------|-----|------|------|------|------|------|------|------|------|-------|
| Decision | 14 | 86 | 182 | 152 | 175 | 172 | 85 | 221 | 230 | 1317 |
| Withdrawn | 3 | 565 | 1606 | 1375 | 358 | 1095 | 775 | 8 | 614 | 6399 |
| Settled | 3 | 4588 | 2438 | 3452 | 3010 | 6824 | 4022 | 4962 | 2950 | 32249 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 20 | 5239 | 4226 | 4979 | 3543 | 8091 | 4882 | 5191 | 3794 | 39965 |
| Percent Closed | 91% | 95% | 81% | 100% | 94% | 87% | 97% | 92% | 96% | 92% |

| | | | | | | | | | | |
|------------------|----|------|------|------|------|------|------|------|------|-------|
| Total for report | 22 | 5516 | 5187 | 5003 | 3770 | 9345 | 5048 | 5672 | 3965 | 43528 |
|------------------|----|------|------|------|------|------|------|------|------|-------|

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: CUPW
Report Date: 13/02/2015 Collective Agreement Year: 2007

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|------|-----|-----|-----|------|------|------|-----|-------|
| Article 9.106 | 0 | 4 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 10 |
| Article 9.82 | 0 | 183 | 440 | 15 | 32 | 637 | 3 | 59 | 224 | 1593 |
| Other Abeyance | 0 | 33 | 13 | 7 | 0 | 23 | 112 | 0 | 12 | 200 |
| Total Abeyance | 0 | 220 | 453 | 22 | 32 | 660 | 121 | 59 | 236 | 1803 |
| Percent Abeyance | 0% | 3% | 6% | 0% | 1% | 4% | 1% | 1% | 3% | 2% |
| Other Active | 16 | 829 | 238 | 133 | 133 | 2387 | 1817 | 4266 | 297 | 10116 |
| Total Active | 16 | 1049 | 691 | 155 | 165 | 3047 | 1938 | 4325 | 533 | 11919 |
| Percent Active | 43% | 15% | 10% | 2% | 3% | 18% | 18% | 37% | 6% | 16% |

| | | | | | | | | | | |
|----------------|-----|------|------|------|------|-------|------|------|------|-------|
| Decision | 10 | 293 | 181 | 623 | 245 | 410 | 170 | 276 | 370 | 2578 |
| Withdrawn | 7 | 353 | 2052 | 1760 | 878 | 1521 | 1639 | 68 | 807 | 9085 |
| Settled | 4 | 5166 | 4228 | 6179 | 4176 | 12064 | 6954 | 7095 | 6864 | 52730 |
| Other Closed | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Total Closed | 21 | 5812 | 6464 | 8562 | 5299 | 13995 | 8763 | 7439 | 8041 | 64396 |
| Percent Closed | 57% | 85% | 90% | 98% | 97% | 82% | 82% | 63% | 94% | 84% |

| | | | | | | | | | | |
|------------------|----|------|------|------|------|-------|-------|-------|------|-------|
| Total for report | 37 | 6861 | 7155 | 8717 | 5464 | 17042 | 10701 | 11764 | 8574 | 76315 |
|------------------|----|------|------|------|------|-------|-------|-------|------|-------|

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: CUPW
Report Date: 13/02/2015 Collective Agreement Year: 2010

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|------|-----|-----|-----|------|------|------|-----|-------|
| Article 9.106 | 0 | 0 | 7 | 0 | 2 | 2 | 8 | 21 | 1 | 41 |
| Article 9.82 | 0 | 242 | 723 | 128 | 201 | 941 | 192 | 183 | 315 | 2925 |
| Other Abeyance | 0 | 9 | 3 | 3 | 1 | 3 | 3 | 0 | 9 | 31 |
| Total Abeyance | 0 | 251 | 733 | 131 | 204 | 946 | 203 | 204 | 325 | 2997 |
| Percent Abeyance | 0% | 11% | 31% | 3% | 13% | 16% | 6% | 6% | 10% | 12% |
| Other Active | 7 | 749 | 137 | 362 | 117 | 1840 | 1422 | 1808 | 385 | 6827 |
| Total Active | 7 | 1000 | 870 | 493 | 321 | 2786 | 1625 | 2012 | 710 | 9824 |
| Percent Active | 78% | 44% | 36% | 13% | 20% | 47% | 50% | 61% | 22% | 38% |

| | | | | | | | | | | |
|----------------|-----|------|------|------|------|------|------|------|------|-------|
| Decision | 1 | 177 | 37 | 78 | 77 | 302 | 19 | 41 | 92 | 824 |
| Withdrawn | 1 | 24 | 454 | 605 | 221 | 295 | 165 | 1 | 159 | 1925 |
| Settled | 0 | 1094 | 1029 | 2763 | 986 | 2554 | 1461 | 1219 | 2274 | 13380 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 2 | 1295 | 1520 | 3446 | 1284 | 3151 | 1645 | 1261 | 2525 | 16129 |
| Percent Closed | 22% | 56% | 64% | 87% | 80% | 53% | 50% | 39% | 78% | 62% |

| | | | | | | | | | | |
|------------------|---|------|------|------|------|------|------|------|------|-------|
| Total for report | 9 | 2295 | 2390 | 3939 | 1605 | 5937 | 3270 | 3273 | 3235 | 25953 |
|------------------|---|------|------|------|------|------|------|------|------|-------|

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: CUPW
Report Date: 13/02/2015 Collective Agreement Year: 2012

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|-------------------|-----|------|------|------|------|------|------|------|------|-------|
| Article 9.106 | 0 | 129 | 387 | 640 | 173 | 574 | 355 | 198 | 218 | 2674 |
| Article 9.82 | 0 | 5 | 60 | 0 | 24 | 197 | 0 | 3 | 7 | 296 |
| Other Abeyance | 0 | 1 | 1 | 5 | 20 | 1 | 0 | 0 | 1 | 29 |
| Total Abeyance | 0 | 135 | 448 | 645 | 217 | 772 | 355 | 201 | 226 | 2999 |
| Percent Abeyances | 0% | 7% | 22% | 25% | 16% | 12% | 10% | 6% | 10% | 13% |
| Other Active | 9 | 1485 | 1027 | 1211 | 525 | 4461 | 2112 | 2626 | 1221 | 14677 |
| Total Active | 9 | 1620 | 1475 | 1856 | 742 | 5233 | 2467 | 2827 | 1447 | 17676 |
| Percent Active | 64% | 84% | 73% | 71% | 54% | 83% | 68% | 89% | 64% | 76% |
| Decision | 2 | 38 | 23 | 5 | 14 | 61 | 13 | 8 | 69 | 233 |
| Withdrawn | 1 | 5 | 226 | 177 | 94 | 148 | 223 | 1 | 70 | 945 |
| Settled | 2 | 261 | 285 | 579 | 525 | 835 | 915 | 340 | 679 | 4421 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 5 | 304 | 534 | 761 | 633 | 1044 | 1151 | 349 | 818 | 5599 |
| Percent Closed | 36% | 16% | 27% | 29% | 46% | 17% | 32% | 11% | 36% | 24% |
| Total for report | 14 | 1924 | 2009 | 2617 | 1375 | 6277 | 3618 | 3176 | 2265 | 23275 |

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: RSMC
Report Date: 13/02/2015 Collective Agreement Year: 2003

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Article 9.106 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Article 9.82 | 0 | 0 | 6 | 0 | 7 | 1 | 0 | 0 | 1 | 15 |
| Other Abeyance | 0 | 2 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |
| Total Abeyance | 0 | 2 | 18 | 0 | 7 | 1 | 0 | 0 | 1 | 29 |
| Percent Abeyance | 0% | 2% | 2% | 0% | 4% | 0% | 0% | 0% | 1% | 2% |
| Other Active | 0 | 0 | 90 | 5 | 5 | 32 | 0 | 65 | 9 | 206 |
| Total Active | 0 | 2 | 108 | 5 | 12 | 33 | 0 | 65 | 10 | 235 |
| Percent Active | 0% | 2% | 15% | 11% | 6% | 16% | 0% | 18% | 5% | 13% |

| | | | | | | | | | | |
|----------------|------|-----|-----|-----|-----|-----|------|-----|-----|------|
| Decision | 5 | 1 | 57 | 0 | 19 | 2 | 0 | 37 | 23 | 144 |
| Withdrawn | 3 | 19 | 140 | 25 | 59 | 25 | 25 | 1 | 77 | 374 |
| Settled | 4 | 76 | 424 | 15 | 105 | 152 | 9 | 254 | 74 | 1113 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 12 | 96 | 621 | 40 | 183 | 179 | 34 | 292 | 174 | 1631 |
| Percent Closed | 100% | 98% | 85% | 89% | 94% | 84% | 100% | 82% | 95% | 87% |

| | | | | | | | | | | |
|------------------|----|----|-----|----|-----|-----|----|-----|-----|------|
| Total for report | 12 | 98 | 729 | 45 | 195 | 212 | 34 | 357 | 184 | 1866 |
|------------------|----|----|-----|----|-----|-----|----|-----|-----|------|

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: RSMC
Report Date: 13/02/2015 Collective Agreement Year: 2006

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Article 9.106 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Article 9.82 | 0 | 0 | 22 | 0 | 0 | 2 | 0 | 0 | 0 | 24 |
| Other Abeyance | 0 | 3 | 17 | 0 | 0 | 0 | 0 | 0 | 0 | 20 |
| Total Abeyance | 0 | 3 | 40 | 0 | 0 | 2 | 0 | 0 | 0 | 45 |
| Percent Abeyance | 0% | 4% | 12% | 0% | 0% | 1% | 0% | 0% | 0% | 3% |
| Other Active | 2 | 1 | 13 | 1 | 4 | 66 | 8 | 113 | 3 | 211 |
| Total Active | 2 | 4 | 53 | 1 | 4 | 68 | 8 | 113 | 3 | 256 |
| Percent Active | 40% | 5% | 16% | 2% | 2% | 23% | 3% | 44% | 2% | 16% |
| Decision | 2 | 7 | 8 | 8 | 38 | 6 | 3 | 16 | 8 | 96 |
| Withdrawn | 0 | 5 | 100 | 15 | 24 | 32 | 191 | 1 | 58 | 426 |
| Settled | 1 | 63 | 179 | 20 | 124 | 191 | 39 | 126 | 113 | 856 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 3 | 75 | 287 | 43 | 186 | 229 | 233 | 143 | 179 | 1378 |
| Percent Closed | 60% | 95% | 84% | 98% | 98% | 77% | 97% | 56% | 98% | 84% |
| Total for report | 5 | 79 | 340 | 44 | 190 | 297 | 241 | 256 | 182 | 1634 |

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: RSMC
Report Date: 13/02/2015 Collective Agreement Year: 2008

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Article 9.106 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Article 9.82 | 1 | 0 | 36 | 8 | 0 | 12 | 3 | 4 | 8 | 72 |
| Other Abeyance | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Total Abeyance | 1 | 2 | 38 | 8 | 0 | 12 | 3 | 4 | 8 | 76 |
| Percent Abeyance | 5% | 1% | 9% | 15% | 0% | 3% | 1% | 1% | 3% | 3% |
| Other Active | 3 | 76 | 20 | 1 | 34 | 156 | 46 | 263 | 7 | 606 |
| Total Active | 4 | 78 | 58 | 9 | 34 | 168 | 49 | 267 | 15 | 682 |
| Percent Active | 19% | 29% | 14% | 16% | 14% | 38% | 11% | 50% | 5% | 25% |
| Decision | 7 | 15 | 57 | 4 | 42 | 10 | 4 | 16 | 6 | 161 |
| Withdrawn | 3 | 17 | 135 | 14 | 45 | 32 | 224 | 1 | 60 | 531 |
| Settled | 7 | 160 | 166 | 28 | 127 | 236 | 163 | 254 | 209 | 1350 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 17 | 192 | 358 | 46 | 214 | 278 | 391 | 271 | 275 | 2042 |
| Percent Closed | 81% | 71% | 86% | 84% | 86% | 62% | 89% | 50% | 95% | 75% |
| Total for report | 21 | 270 | 416 | 55 | 248 | 446 | 440 | 538 | 290 | 2724 |

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: RSMC
Report Date: 13/02/2015 Collective Agreement Year: 2011

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Article 9.106 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 3 | 0 | 7 |
| Article 9.82 | 0 | 1 | 37 | 0 | 8 | 16 | 0 | 0 | 8 | 70 |
| Other Abeyance | 0 | 5 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 6 |
| Total Abeyance | 0 | 6 | 38 | 0 | 11 | 17 | 0 | 3 | 8 | 83 |
| Percent Abeyance | 0% | 6% | 24% | 0% | 15% | 8% | 0% | 2% | 11% | 10% |
| Other Active | 1 | 40 | 24 | 2 | 13 | 119 | 12 | 104 | 12 | 327 |
| Total Active | 1 | 46 | 62 | 2 | 24 | 136 | 12 | 107 | 20 | 410 |
| Percent Active | 11% | 43% | 39% | 8% | 32% | 62% | 19% | 81% | 26% | 48% |
| Decision | 1 | 5 | 0 | 4 | 2 | 0 | 5 | 0 | 5 | 22 |
| Withdrawn | 2 | 4 | 51 | 6 | 22 | 10 | 23 | 1 | 18 | 137 |
| Settled | 5 | 51 | 44 | 14 | 26 | 75 | 22 | 24 | 33 | 294 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 8 | 60 | 95 | 24 | 50 | 85 | 50 | 25 | 56 | 453 |
| Percent Closed | 89% | 57% | 61% | 92% | 68% | 38% | 81% | 19% | 74% | 52% |
| Total for report | 9 | 106 | 157 | 26 | 74 | 221 | 62 | 132 | 76 | 863 |

GRIEVANCE STATUS / RESOLUTION REPORT

Date Referred: 01-01-1990 - 13-02-2015 Collective Agreement: RSMC
Report Date: 13/02/2015 Collective Agreement Year: 2012

| STATUS | NAT | ATL | QUÉ | MTL | CEN | ONT | TOR | PRA | PAC | TOTAL |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Article 9.106 | 0 | 12 | 27 | 3 | 9 | 32 | 4 | 12 | 14 | 113 |
| Article 9.82 | 0 | 2 | 8 | 2 | 3 | 1 | 0 | 0 | 8 | 24 |
| Other Abeyance | 0 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 6 |
| Total Abeyance | 0 | 18 | 36 | 6 | 12 | 33 | 4 | 12 | 22 | 143 |
| Percent Abeyance | 0% | 10% | 20% | 14% | 12% | 8% | 5% | 4% | 14% | 10% |
| Other Active | 4 | 125 | 60 | 10 | 66 | 297 | 67 | 218 | 93 | 940 |
| Total Active | 4 | 143 | 96 | 16 | 78 | 330 | 71 | 230 | 115 | 1083 |
| Percent Active | 57% | 79% | 52% | 38% | 76% | 82% | 92% | 84% | 75% | 76% |

| | | | | | | | | | | |
|----------------|-----|-----|-----|-----|-----|-----|----|-----|-----|-----|
| Decision | 1 | 4 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 12 |
| Withdrawn | 0 | 0 | 41 | 9 | 4 | 12 | 1 | 0 | 6 | 73 |
| Settled | 2 | 33 | 46 | 11 | 20 | 60 | 5 | 43 | 33 | 253 |
| Other Closed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Closed | 3 | 37 | 87 | 26 | 25 | 72 | 6 | 43 | 39 | 338 |
| Percent Closed | 43% | 21% | 48% | 62% | 24% | 18% | 8% | 16% | 25% | 24% |

| | | | | | | | | | | |
|------------------|---|-----|-----|----|-----|-----|----|-----|-----|------|
| Total for report | 7 | 180 | 183 | 42 | 103 | 402 | 77 | 273 | 154 | 1421 |
|------------------|---|-----|-----|----|-----|-----|----|-----|-----|------|

APPENDIX “C”

Charts – Statistics

Summary of Arbitration Costs

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | |
|--|---|---|--|----------------|-----------------------------|------------------------------------|--------------|----------------|
| 01/07/2010 - 30/06/2011 | | | | | | | | |
| Région / Region | Frais d'arbitrage / Arbitrator Fees 4400-110 | Frais d'annulation / Cancellation Fees 4401-110 | Frais juridiques / Legal Fees 5300-110 | TOTAL | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL | GRAND TOTAL |
| National | \$220,281.07 | \$16,581.23 | \$1,260,313.72 | \$1,497,176.02 | \$0.00 | \$332,699.45 | \$332,699.45 | \$1,829,875.47 |
| Atlantique / Atlantic | \$100,848.92 | \$23,978.23 | \$71,226.15 | \$196,053.30 | \$0.00 | \$2,674.18 | \$2,674.18 | \$198,727.48 |
| Québec | \$44,553.23 | \$26,008.88 | \$114,726.14 | \$185,288.25 | \$21,749.05 | \$0.00 | \$21,749.05 | \$207,037.30 |
| Montréal métropolitain / Metro-Montréal | \$104,959.51 | \$40,593.28 | \$87,934.12 | \$233,486.91 | \$17,049.20 | \$190,526.84 | \$207,576.04 | \$441,062.95 |
| Central / Centre | \$78,264.73 | \$12,245.00 | \$17,470.28 | \$107,980.01 | \$21,165.73 | \$0.00 | \$21,165.73 | \$129,145.74 |
| Ontario | \$130,421.95 | \$64,398.29 | \$151,276.97 | \$346,097.21 | \$9,225.62 | \$0.00 | \$9,225.62 | \$355,322.83 |
| Toronto métropolitain / Metro-Toronto | \$122,029.42 | \$44,904.78 | \$277,413.91 | \$444,348.11 | \$9,859.99 | \$21,581.25 | \$31,441.24 | \$475,789.35 |
| Prairies / Prairie | \$280,542.31 | \$45,956.70 | \$0.00 | \$326,499.01 | \$0.00 | \$0.00 | \$0.00 | \$326,499.01 |
| Pacifique / Pacific | \$212,794.45 | \$57,134.82 | \$210,459.37 | \$480,388.64 | \$118,702.62 | \$1,265.61 | \$119,968.23 | \$600,356.87 |
| TOTAL | \$1,294,695.59 | \$331,801.21 | \$2,190,820.66 | \$3,817,317.46 | \$197,752.21 | \$548,747.33 | \$746,499.54 | \$4,563,817.00 |

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | |
|--|---|---|--|----------------|-----------------------------|------------------------------------|--------------|----------------|
| 01/07/2011 - 30/06/2012 | | | | | | | | |
| Région / Region | Frais d'arbitrage / Arbitrator Fees 4400-110 | Frais d'annulation / Cancellation Fees 4401-110 | Frais juridiques / Legal Fees 5300-110 | TOTAL | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL | GRAND TOTAL |
| National | \$133,670.37 | \$12,676.01 | \$656,599.37 | \$802,945.75 | \$0.00 | \$358,807.49 | \$358,807.49 | \$1,161,753.24 |
| Atlantique / Atlantic | \$183,047.75 | \$15,020.60 | \$128,320.21 | \$326,388.56 | \$0.00 | \$313.09 | \$313.09 | \$326,701.65 |
| Québec | \$96,280.99 | \$41,198.14 | \$110,155.29 | \$247,634.42 | \$35,319.89 | \$0.00 | \$35,319.89 | \$282,954.31 |
| Montréal métropolitain / Metro-Montréal | \$54,086.61 | \$50,336.59 | \$54,045.32 | \$158,468.52 | \$44,314.88 | \$195,716.01 | \$240,030.89 | \$398,499.41 |
| Central / Centre | \$53,790.79 | \$25,740.69 | \$33,857.97 | \$113,389.45 | \$55,381.56 | \$31,172.75 | \$86,554.31 | \$199,943.76 |
| Ontario | \$225,374.50 | \$78,649.93 | \$268,283.07 | \$572,307.50 | \$18,840.99 | \$0.00 | \$18,840.99 | \$591,148.49 |
| Toronto métropolitain / Metro-Toronto | \$145,049.15 | \$43,754.50 | \$294,006.58 | \$482,810.23 | \$965.60 | \$12,133.84 | \$13,099.44 | \$495,909.67 |
| Prairies / Prairie | \$276,775.98 | \$31,650.37 | \$0.00 | \$308,426.35 | \$0.00 | \$0.00 | \$0.00 | \$308,426.35 |
| Pacifique / Pacific | \$129,090.23 | \$55,541.33 | \$181,298.10 | \$365,929.66 | \$99,123.82 | \$43,891.27 | \$143,015.09 | \$508,944.75 |
| TOTAL | \$1,297,166.37 | \$354,568.16 | \$1,726,565.91 | \$3,378,300.44 | \$253,946.74 | \$642,034.45 | \$895,981.19 | \$4,274,281.63 |

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | |
|--|---|---|--|----------------|-----------------------------|------------------------------------|--------------|----------------|
| 01/07/2012 - 30/06/2013 | | | | | | | | |
| Région / Region | Frais d'arbitrage / Arbitrator Fees 4400-110 | Frais d'annulation / Cancellation Fees 4401-110 | Frais juridiques / Legal Fees 5300-110 | TOTAL | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL | GRAND TOTAL |
| National | \$127,218.43 | \$11,116.51 | \$469,092.49 | \$607,427.43 | \$0.00 | \$245,829.81 | \$245,829.81 | \$853,257.24 |
| Atlantique / Atlantic | \$224,236.15 | \$17,647.00 | \$3,539.15 | \$245,422.30 | \$0.00 | \$0.00 | \$0.00 | \$245,422.30 |
| Québec | \$57,368.48 | \$47,011.06 | \$84,050.75 | \$188,430.29 | \$14,724.92 | \$32,422.54 | \$47,147.46 | \$235,577.75 |
| Montréal métropolitain / Metro-Montréal | \$43,352.60 | \$59,112.01 | \$127,749.53 | \$230,214.14 | \$68,355.08 | \$978.45 | \$69,333.53 | \$299,547.67 |
| Central / Centre | \$77,453.29 | \$20,768.90 | \$37,811.80 | \$136,033.99 | \$33,514.89 | \$137,376.99 | \$170,891.88 | \$306,925.87 |
| Ontario | \$208,248.33 | \$73,080.80 | \$275,693.42 | \$557,022.55 | \$10,750.21 | \$0.00 | \$10,750.21 | \$567,772.76 |
| Toronto métropolitain / Metro-Toronto | \$117,414.83 | \$43,302.01 | \$273,571.45 | \$434,288.29 | \$5,051.60 | \$26,420.51 | \$31,472.11 | \$465,760.40 |
| Prairies / Prairie | \$238,698.98 | \$64,624.83 | \$0.00 | \$303,323.81 | \$0.00 | \$0.00 | \$0.00 | \$303,323.81 |
| Pacifique / Pacific | \$117,496.06 | \$75,342.04 | \$38,184.09 | \$231,022.19 | \$85,613.45 | \$12,724.15 | \$98,337.60 | \$329,359.79 |
| TOTAL | \$1,211,487.15 | \$412,005.16 | \$1,309,692.68 | \$2,933,184.99 | \$218,010.15 | \$455,752.45 | \$673,762.60 | \$3,606,947.59 |

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | |
|--|---|--|---|----------------|-------------------------|-----------------------------|--------------|----------------|
| 01/07/2013 - 30/06/2014 | | | | | | | | |
| Région / Region | Frais d'arbitrage / Arbitrator Fees 4400-110 | Frais d'annulation / Cancellation Fees 4401-110 | Frais juridiques / Legal Fees 5300-110 | TOTAL | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL | GRAND TOTAL |
| National | \$134,715.16 | \$28,700.03 | \$508,184.88 | \$671,600.07 | \$0.00 | \$46,172.88 | \$46,172.88 | \$717,772.95 |
| Atlantique / Atlantic | \$236,392.80 | \$21,829.84 | \$330.63 | \$258,553.27 | \$0.00 | \$0.00 | \$0.00 | \$258,553.27 |
| Québec | \$56,649.47 | \$49,150.44 | \$84,776.44 | \$190,576.35 | \$9,530.12 | \$40,510.93 | \$50,041.05 | \$240,617.40 |
| Montréal métropolitain / Metro-Montréal | \$117,401.46 | \$60,223.79 | \$90,916.37 | \$268,541.62 | \$55,353.54 | \$6,490.51 | \$61,844.05 | \$330,385.67 |
| Central / Centre | \$46,921.97 | \$36,098.24 | \$65,458.31 | \$148,478.52 | \$24,279.07 | \$0.00 | \$24,279.07 | \$172,757.59 |
| Ontario | \$238,050.88 | \$66,195.29 | \$254,211.91 | \$558,458.08 | \$10,485.45 | \$0.00 | \$10,485.45 | \$568,943.53 |
| Toronto métropolitain / Metro-Toronto | \$93,745.61 | \$45,526.11 | \$226,566.28 | \$365,838.00 | \$1,925.70 | \$7,816.27 | \$9,741.97 | \$375,579.97 |
| Prairies / Prairie | \$265,098.10 | \$59,402.06 | \$0.00 | \$324,500.16 | \$0.00 | \$0.00 | \$0.00 | \$324,500.16 |
| Pacifique / Pacific | \$127,266.44 | \$86,108.72 | \$6,088.95 | \$219,464.11 | \$75,943.29 | \$1,300.24 | \$77,243.53 | \$296,707.64 |
| TOTAL | \$1,316,241.89 | \$453,234.52 | \$1,236,533.77 | \$3,006,010.18 | \$177,517.17 | \$102,290.83 | \$279,808.00 | \$3,285,818.18 |

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | |
|--|------------------------------------|-------------------------------------|--|----------------|-------------------------|--------------------------------|--------------|----------------|
| 01/07/2014 - 17/02/2015 | | | | | | | | |
| Région / Region | Frais d'arbitrage / 4400-110 | Frais d'annulation / 4401-110 | Frais juridiques / Legal Fees 5300-110 | TOTAL | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL | GRAND TOTAL |
| National | \$91,024.66 | \$7,926.02 | \$180,437.10 | \$279,387.78 | \$0.00 | \$6,283.94 | \$6,283.94 | \$285,671.72 |
| Atlantique / Atlantic | \$124,343.16 | \$12,592.07 | \$0.00 | \$136,935.23 | \$0.00 | \$9,919.38 | \$9,919.38 | \$146,854.61 |
| Québec | \$17,713.84 | \$19,683.71 | \$22,185.65 | \$59,583.20 | \$10,045.73 | \$1,809.42 | \$11,855.15 | \$71,438.35 |
| Montréal métropolitain / Metro-Montréal | \$26,087.24 | \$32,415.49 | \$33,569.12 | \$92,071.85 | \$9,451.16 | \$0.00 | \$9,451.16 | \$101,523.01 |
| Central / Centre | \$19,999.68 | \$12,278.71 | \$22,594.30 | \$54,872.69 | \$30,831.38 | \$0.00 | \$30,831.38 | \$85,704.07 |
| Ontario | \$119,617.12 | \$48,866.85 | \$108,713.02 | \$277,196.99 | \$635.14 | \$0.00 | \$635.14 | \$277,832.13 |
| Toronto métropolitain / Metro-Toronto | \$74,692.65 | \$15,332.57 | \$91,378.18 | \$181,403.40 | \$6,536.02 | \$0.00 | \$6,536.02 | \$187,939.42 |
| Prairies / Prairie | \$57,929.65 | \$33,928.94 | \$0.00 | \$91,858.59 | \$0.00 | \$0.00 | \$0.00 | \$91,858.59 |
| Pacifique / Pacific | \$70,393.98 | \$32,532.04 | \$2,114.01 | \$105,040.03 | \$55,525.93 | \$0.00 | \$55,525.93 | \$160,565.96 |
| TOTAL | \$601,801.98 | \$215,556.40 | \$460,991.38 | \$1,278,349.76 | \$113,025.36 | \$18,012.74 | \$131,038.10 | \$1,409,387.86 |

APPENDIX “D”

Charts – Statistics

Summary of Arbitration Costs (comparison between 2011 and 2014)

| TABLEAU RÉCAPITULATIF – FRAIS D'ARBITRAGE / SUMMARY OF ARBITRATION COSTS | | | | | | | | | | |
|--|---|--|--|---|--------------------------------------|--|-------------------------|-----------------------------|--|----------------|
| 01/07/2013 - 30/06/2014 | | | | | | | | | | |
| Région / Region | Frais d'arbitre / Arbitrator Fees 4400-110 | Frais d'annulation / Cancellation Fees 4401-110 | TOTAL - Frais d'arbitre et annulation / Arbitrator Fees and Cancellation | Frais juridiques / Legal Fees 5300-110 | TOTAL - Frais d'arbitre et juridique | Différentiel de 2011 / 2011 differential | C.L.P. / W.C.B. 5315 | C.C.R.I. / C.I.R.B. 5305 | TOTAL - C.L.P. et C.C.R.I. / W.C.B. and C.I.R.B. | GRAND TOTAL |
| National | \$134,715.16 | \$28,700.03 | \$163,415.19 | \$508,184.88 | \$671,600.07 | - 56% ↓ | \$0.00 | \$46,172.88 | \$46,172.88 | \$717,772.95 |
| Atlantique / Atlantic | \$236,392.80 | \$21,829.84 | \$258,222.64 | \$330.63 | | + 35% ↑ | \$0.00 | \$0.00 | \$0.00 | \$258,553.27 |
| Québec | \$56,649.47 | \$49,150.44 | \$105,799.91 | \$84,776.44 | \$190,576.35 | + 2.7% ↑ | \$9,530.12 | \$40,510.93 | \$50,041.05 | \$240,617.40 |
| Montréal métropolitain / Metro-Montréal | \$117,401.46 | \$60,223.79 | \$177,625.25 | \$90,916.37 | | + 17% ↑ | \$55,353.54 | \$6,490.51 | \$61,844.05 | \$330,385.67 |
| Central / Centre | \$46,921.97 | \$36,098.24 | \$83,020.21 | \$65,458.31 | \$148,478.52 | + 38% ↑ | \$24,279.07 | \$0.00 | \$24,279.07 | \$172,757.59 |
| Ontario | \$238,050.88 | \$66,195.29 | \$304,246.17 | \$254,211.91 | | + 64% ↑ | \$10,485.45 | \$0.00 | \$10,485.45 | \$568,943.53 |
| Toronto métropolitain / Metro-Toronto | \$93,745.61 | \$45,526.11 | \$139,271.72 | \$226,566.28 | \$365,838.00 | - 20% ↓ | \$1,925.70 | \$7,816.27 | \$9,741.97 | \$375,579.97 |
| Prairies / Prairie | \$265,098.10 | \$59,402.06 | \$324,500.16 | \$0.00 | | - 1% ↓ | \$0.00 | \$0.00 | \$0.00 | \$324,500.16 |
| Pacifique / Pacific | \$127,266.44 | \$86,108.72 | \$213,375.16 | \$6,088.95 | \$219,464.11 | -50.5% ↓ | \$75,943.29 | \$1,300.24 | \$77,243.53 | \$296,707.64 |
| TOTAL | \$1,316,241.89 | \$453,234.52 | \$1,769,476.41 | \$1,236,533.77 | | - 20.5% ↓ | \$177,517.17 | \$102,290.83 | \$279,808.00 | \$3,285,818.18 |

THE REPORT

OF THE

2ND NATIONAL VICE-PRESIDENT

WAS NOT AVAILABLE

AT THE TIME OF PRINTING

REPORT
OF THE
3RD NATIONAL VICE-PRESIDENT

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

This is my report for the 2011 to 2015 mandate of the Canadian Union of Postal Workers. I have included subjects that fall under my responsibilities as the 3rd National Vice-President, responsibilities designated to me by the National Executive Committee and the National Executive Board and other matters I have been involved with.

I have found this mandate to be challenging in the context of a changing global postal sector and massive changes in the operations of Canada Post. Directly linked to the demands of management in our past rounds of collective bargaining is the constant attack by corporate powers on the public sector and the incessant attack on the wages, benefits and working conditions of workers everywhere. We are truly in the midst of a race to the bottom except for the privileged few in the corporate stratosphere who continue to take more and more of the wealth at the expense of the rest of us.

My report deals mainly with issues surrounding Canada Post. That is only natural given the make up of our membership. However, more attention needs to be allocated to our members in the various private sector units. As we grow as a union in the future we can expect more non-traditional CUPW members in our Union. More members demanding service, representation and more members making their voices heard. In addition, CUPW needs to organize our new members around Union and community life.

As we make decisions on how our union operates, the policies we move forward with and the membership mobilization that gives us our strength we must realize that private sector and RSMC members are crucial to our work and success.

Finally as most of you know I dealt with some serious health issues during this mandate. I would like to thank those who sent their supportive comments through the mail and other means during some difficult times. I would also like to thank those who carried forward with some of my duties during my absence. My healthcare providers supported my return to work after some remarkable repairs to this postal worker. Our public healthcare system deserves the recognition and support now and into the future. Thanks to the Hull Hospital, the Ottawa Heart Institute and the Royal Victoria Hospital in Montreal.

External Organizing

Organizing priorities for CUPW are determined by resolutions, discussion papers or policies adopted at National Conventions and the National Executive Board. Over the past few mandates these priorities have focused on the transportation and communication sectors with emphasis on workers in the postal and logistics sector and on businesses or operations directly connected with Canada Post. This includes companies that are part of the Canada Post Group of Companies and “contractors” of Canada Post. In many instances Canada Post has set up or acquired separate companies and established third party arrangements as part of a cheap labour strategy in their never ending quest for greater profits at the expense of workers.

Section 13.5 of the Canada Post Corporation Act has proven to be a serious impediment in our attempts to organize workers in this category. In 2012 the National Executive Board authorized a Charter challenge alleging section 13.5 is in violation of section 2.d of the Charter. Recent decisions by the Supreme Court of Canada regarding the right to organize and negotiate working conditions (RCMP) and against limiting the right to strike (Saskatchewan Federation of Labour) give us hope that section 13.5 will no longer be a barrier to collective bargaining.

Other targets have also been determined as follow-ups to similar bargaining units we have organized in the past, such as Dynamex Courier. We are also exploring warehouse and logistics operations and have commissioned a study of this sector. Additionally, CUPW has participated in an informal group of approximately 20 unions – the Inter-Union Organizing Group – that is attempting to coordinate a more focused, research based approach to organizing new workplaces. I believe CUPW must be part of this initiative. Our incoming National Executive Board must deal with the extent of our participation and the resources we commit to it.

The details of our organizing campaigns are contained in a separate report. I would simply like to emphasize that organizing more workers into CUPW must continue for a number of reasons.

Improving the working conditions of workers not only benefits these workers but supports workers in unionized jobs against employers and governments attempts to take back hard won gains from the past.

Unionized workplaces also provide a foundation for community organizing around local, environmental, First Nations, students, seniors, veterans, peace and pension issues.

Unionized workplaces also provide a political force that is so desperately needed in times of legislative and regulatory oppression.

Organizing workers into a union is not a short term financial investment. It is a long term organizational investment that allows future leaders to continue representing workers in a positive manner.

Organizing workers is not an easy task. Employers instill a climate of fear, threaten job loss and bully workers into playing it safe with the status quo. Labour laws are generally not friendly to organizing campaigns. The legal battles can be lengthy and expensive. And finally when organizing campaigns are successful, negotiating the first collective agreement can prove to be far more difficult with some employers. A further challenge is ensuring the new workers are welcomed into CUPW so they stay in CUPW.

Legal Costs

Once again we appear to be opening up the debate on the use of lawyers on various files. In relation to external organizing campaigns, there may be situations where the use of legal counsel is required whether it be in-house or outside suppliers. The plan for either requires a strategy for achieving our goals, dedicated attention to the progress or lack of progress and regular evaluations of how and if we continue with our original strategy. Not an easy task but a necessary task.

I believe we have made adjustments in our organizing efforts that do not require changes to our constitution. We must continue with adapting our union to accept organizing and negotiating new collective agreements as a part of union life in the same manner as grievance/arbitration, education and representation.

While our organizing work is in a separate report I would like to briefly recognize a few campaigns.

In 2005 we initiated a campaign to organize Temporary Agency workers handling incoming international parcels at Canada Post. While there have been numerous name changes – Mail Management Services – Canada Post – Adecco – SQR - in 2014 the members ratified their first collective agreement. Most members realized a 20% wage increase over 16 months in addition to other benefits. This is the first collective agreement in Canada or Quebec that exclusively deals with Temporary Agency workers. Congratulations to the National Union Representatives and members of the bargaining unit for their work on the Negotiating Committee.

Another noteworthy experience was in British Columbia where Dynamex Courier purchased Total Delivery Systems (TDS). Due to conflicting bargaining certificates, the Canadian Industrial Relations Board ordered a vote of all Dynamex and TDS couriers, Union and non-union, on Vancouver Island and in the B.C. Interior between CUPW and Unifor. CUPW was successful in both votes obtaining approximately 70% of the votes cast. This was only possible because of the tremendous work of the Dynamex members and the Pacific region officers and union representatives.

Finally recognition should go to those in the regions who negotiate and enforce the collective agreements for the many bargaining units. This is an important part of Union life that at times does not receive the recognition it deserves.

The Save Canada Post Campaign

During this mandate Canada Post and the Conservative government launched the most draconian attack on public postal service we and the public have ever experienced. The Five Point Plan announced on December 11, 2013 embellished the dreams of those determined to crush public services in the name of free market economics. The Plan called for:

- Job reduction through the end of door-to-door delivery.
- A huge postage rate increase for the public.
- More contracting out.
- Job reduction through technology.
- Attacking workers' pay, benefits and pensions

With the unconditional support of the Harper government, Canada Post management moved ahead with a slash and burn mentality.

When the announcement was made the union had already instituted a campaign to:

- Ensure a review of the Canadian Postal Service Charter.
- Support the labour movement's campaign to maintain the Rand formula.
- Provide assistance on the service expansion campaign.
- Make postal service an issue in the next federal election.

Four campaign coordinators were hired to implement the objectives. December 11 resulted in a dramatic re-thinking of the campaign with two additional National Campaign Coordinators hired to:

- Stop the CPC Five Point Plan.
- Build support with community allies and locals.
- Assist locals in meetings with Members of Parliament and municipal politicians.
- Make Postal Service an issue in the next federal election.
- Build support for alternatives to cuts such as postal banking.
- Support labour's campaign to stop the government's attack on workers' rights.
- Work with CUPW's communications and research department.

In addition many officers and union representatives at the national and regional offices took an active role in the campaign and contributed through information sharing, community organizing, municipal and federal lobbying and one-on-one contact with the public.

Perhaps the most important contributions came from the local activists who joined in the campaign with enthusiasm and determination. Some of the best ideas and messaging came from the minds of those on the work floor that have contact with the public on a daily basis or understand the importance of their work as they push the mail through the system on a daily basis.

The Campaign

The campaign evolved over time reacting to events and to the reaction we received from different sources. The Communications and Research department provided constant recommendations for Officers and the Board to consider. The Campaign Coordinators, Locals and others were never shy providing their suggestions, as they should.

The Union produced tens of thousands of flyers, postcards to Members of Parliament, buttons, stickers, baseball caps, toques and T-shirts. The national coordinators were kept busy ensuring locals received the material, along with the regional coordinators they provided assistance to locals and documented the local activities. We published weekly numbered bulletins on the work of locals. Fortunately there were many events but we could not include all of them in the weekly updates.

We produced a number of documents to counter the propaganda of the Corporation and the government. Information exposing the deception of the Conference Board of Canada study on the future of the Post Office, the truth on the number and history of Community Mail Boxes (CMBs), the reality of the Conservative government's support for the removal of door-to-door delivery and the impact of CMBs on seniors, those with mobility issues and neighbourhoods in general were distributed to all locals, labour and community groups.

Unfortunately the media did not report our position as much as the governments'. We launched a massive advertising campaign via billboards, transit ads, print media, radio and householder mailings. Many locals set up SaveCanadaPost tables at community events or in malls and gathered thousands of signatures on petitions that were presented in the House of Commons on a regular basis.

We raised the level of discussion on the importance of door-to-door delivery and postal services in general. We proposed alternatives through a study on postal banking and an international postal banking conference. We were supported by the remnants of a secret Canada Post study obtained through a *Blacklocks Reporter* Access to Information request.

Despite all the great work, public support and hard evidence in our favour Canada Post followed the orders of the Conservative government and rolled out the first CMB conversions in October 2014.

It was apparent the real change needed was a change in government. We had been successful in making postal service an issue. Opposition MPs were clear. They had never seen and heard so many complaints on a single issue before. A few Conservative MPs grumbled privately off the record that they did not support the idea.

In early 2015 the focus of our campaign began transferring the dislike of the cuts to the ballot box and to municipalities who could delay or block implementation of CMBs.

CUPW National and Locals set up agreements to have local coordinators in place to assist locals with the workload.

Guidelines and scripts for community canvassing were developed in conjunction with community group allies based on actual experiences that worked.

We identified ridings to defeat Conservative MPs.

We worked with supportive city councilors on the costs to municipalities of new CMBs.

We scheduled virtual town hall meetings with Local Executive members and with members.

We joined the Canadian Labour Congress Election Preparation Conferences held in cities across Canada.

We scheduled a Political Day of Action in April to provide focus on the federal election.

As of the writing of this report an election has not been called. An October election allows us time to carry on our campaign to remove the Conservative grip on power. We have time to work with our allies to preserve public services. We have time to restore postal services and be part of the process to provide new and innovative services to the public and small businesses. We will be successful.

Coalitions & Labour Movement

CUPW has a long and proud history of working with social justice and labour movement organizations. This solidarity has many benefits. It inspires us. It strengthens our voice and actions. It reminds us that we are not alone. And, it helps us fight for a better world.

CUPW members are active participants on the executive of many federations of labour and labour councils. We continue to be a strong voice for solidarity, respect, and justice locally, nationally, and internationally. Many CUPW members do important and invaluable work in the labour movement.

We have worked to implement a better communications network between CUPW labour movement activists. We have provided locals with resolutions to submit to federation of labour conventions and labour councils. We need to continue to improve coordination of this work.

I along with other CUPW members have had the privilege of attending a number of federations of labour conventions. CUPW submitted a number of resolutions to the 2014 Canadian Labour Congress Convention and we were a significant presence in these debates. We were also active in supporting a change in leadership with Brother Donald Lafleur elected as a Vice-President of the CLC. Congratulations Brother.

There are many ways to show our solidarity. This includes direct participation in events, organizations, and coalitions, membership mobilization, and financial support.

The Conservative government has continued its attacks on public services, workers and institutions that have served many people well over the years. Only through collective planning and action can we achieve a change in government.

Over the past mandate the Union at the national level provided sustaining support to many organizations. These include:

- The Leonard Peltier Defence Committee of Canada (LPDCC),
- The Maquila Solidarity Network (MSN)
- Common Frontiers
- The Canadian Centre for Policy Alternatives (CCPA).
- The International Civil Liberties Monitoring Group (ICLMG)
- The Congress of Union Retirees of Canada (CURC).
- Canadian Research Institute for the Advancement of Women (CRIAW)
- Child Care Advocacy Association of Canada
- Shareholder Association for Research and Education (SHARE)
- Rabble – Alternative Media

CUPW has also supported many other organizations and campaigns. We do this because we know that our allies sometimes need financial assistance to carry out our shared agenda.

Organizations we provided financial support to include:

- Oxfam
- Canadian Feminist Alliance for International Action
- Le Collectif Échec à La Guerre
- Canada Peace Alliance
- ACORN
- The Council of Canadians
- National Council on Canada – Arab Relations
- National Farmers Union
- Native Women Association of Canada
- The Coalition of Black Trade Unionists
- The Albert Jackson “Postman” project
- Horizons of Friendship

CUPW must continue to give real meaning to the trade union slogan that an injury to one is an injury to all.

Perspective

Under article 11.11 of the national constitution the 3rd National Vice-President is responsible for the publication and distribution of the national journal, the *Perspective*. Of course the efforts of many staff and other elected representatives are involved in the production of this publication.

During the last mandate we have produced 10 editions of *Perspective*. This includes the tabloids produced for negotiations demands and ratification votes. The national constitution calls for 6 per year, a number that has not been achieved for at least two decades. This is a target established many years ago before on line communications and other electronic means of disseminating information were available. The current timeline of the start of production to delivery to member's homes is 3 months for a normal edition.

The incoming NEB must evaluate the production cost and distribution of *Perspective* in line with the constitution, recognizing the resources and money required for this type of document. I believe we can meet our requirements under the constitution and save costs through a re-evaluation of production and distribution. To mail one issue to every member's home costs approximately \$50,000.00.

Rand members

The 3rd National Vice-President is responsible for ensuring members are signed up as union members. The National Board of Trustees report on Members-In-Good-Standing (MIGS), Members and Rands. Rands include workers who have never signed union application cards and members expelled from the union under article 8. The vast majority are the former. According to the National Board of Trustees report, as of June 30, 2014 the average number of Rands was just over 5,000 workers, approximately 9.7% of the membership.

In the upcoming mandate we must continue to reduce the number of Rands in the Union. In most of our collective agreements membership in the union is mandatory; some locals have enforced collective agreement language. Before any person performs work in a CUPW bargaining unit they must show evidence of signing a union application card. If this were the case in all locals, there would be far less Rands and increase in delegate entitlement for certain union events.

Negotiations

Under the national constitution the 3rd National Vice-President is responsible for campaigns for negotiations. Certainly the negotiations for the Urban Operations and the RSMC units are major campaigns that involve other officers, Union Representatives and Specialists in our Research and Communication department. We also have numerous negotiations in our private sector units that may not have the same prominence but are just as important to those members and the Union.

Immediately following our Convention we will commence the process of collective bargaining for the Urban Operations and Rural and Suburban Mail Carriers bargaining units.

There should be no doubt in anyone's mind that Canada Post will demand more savings off of the backs of workers.

I have no appetite for another round of whining and complaining by Canada Post that we must sacrifice to preserve the Corporation.

I have no appetite for further destruction of the Post Office infrastructure.

I have no appetite for a race to the bottom.

I am hungry for some real change.

I am hungry for improvements that make a difference for jobs and service.

I am hungry for honesty from the employer.

I am hungry for a better work and home life for our members.

If the delegates allow me to carry on as 3rd Vice-President I will work with everyone to build an inclusive campaign to support our negotiations that involves community and workplace organizing, regular visits to our workplaces and community support for decent jobs and services. The support and input of the National Executive Board, regional and local representatives will be solicited and considered for induction to our campaign.

Speaker's notes will be developed for union representatives conducting workplace meetings.

Direct communications to members will be done on a regular basis in different formats.

Numbered bulletins concerning negotiations will be issued on a regular basis. Information for the public will be produced.

Additional material supporting negotiations will be produced.

As financial resources allow we will solicit support for negotiations through different advertising mediums and media contacts.

Once again we will provide media training and kits to union representatives to effectively represent our interests with the public.

RSMC Negotiations

With the RSMC and Urban Operations contracts expiring one month apart, it could be expected that negotiations will be linked. Ultimately, the demands approved by the membership will determine the direction we take. With that direction the two negotiations committees must constantly work together to avoid a divide and conquer approach by the employer.

Our Union must also recognize the difference between the bargaining units and the structure of the workplaces and the various communities the membership live and work in. We must also ensure the many members of the Canadian Postmaster and Assistants Association (CPAA) who work daily with our RSMC members are updated on the state of negotiations. We have improved our relationship with the leadership of the CPAA union and this will enhance the sharing of information between the unions.

Communications with RSMC members must be set up in a manner that provides quick information and updates.

Private Sector Units

During the next mandate virtually all of our private sector units will be in bargaining. For the most part regional representatives deal with negotiations and support campaigns with assistance from the national office. Negotiations for our Private Sector Units come with a number of challenges.

-
- Employers adopt delay strategies to make the union irrelevant to the workers in the hope that members will decertify the union.
 - We expect officers and union representatives to undertake negotiations while continuing with all of their other responsibilities.
 - We do not have a large enough pool of trained experienced negotiators.
 - A lack of resources dedicated to supporting negotiations and negotiating committees.

My above comments are not a criticism of anyone or region, it is simply a comment on some problems that we need to address. There are solutions. More training and mentoring are fairly basic. Others will take a bit more creativity and willingness to look beyond our traditional way of working in the union. I am prepared to work with the incoming NEB on implementing solutions for a more effective negotiating and servicing model for our private sector units.

Steward Recruitment

CUPW needs an effective and vibrant shop steward body to be an effective union in our workplaces, in our labour movement and in our communities.

We must combine some of the traditional forms of steward recruitment with some new ideas that are used in Locals. Additionally, the input of Local and regional representatives will be crucial to an effective steward recruitment campaign.

Campaigns

With our ongoing campaign to reverse the Canada Post Five Point Plan and our soon to start campaign to support negotiations what else can we be expected to take on?

Yes, there may be a limit. However there are campaigns of the labour movement, First Nations communities, the Women's movement, student groups, Human rights organizations and others, both Local and Global that we have supported in the past and must continue to support in the future. These campaigns define CUPW and also give real meaning to solidarity with no borders.

The Print Shop

As the Officer responsible for the Print Shop operations it can be a daily challenge to match the workload to the staffing complement to the machinery that works or not. During the past mandate we finally scrapped the antique printing equipment for which spare parts did not exist. We purchased a new 4 colour press that will reduce our costs and reliance on outside printing companies. With the help of our Director of Finance and administrative staff we also implemented a system to better track our expenses and allocate them to the proper budget.

The three workers in the Print Shop are truly amazing in their skills and ability to deliver on some of the more complex and bizarre requests. Perhaps their greatest skill is putting up with my almost daily visits and questions. Thank you.

Closing

I have found the past mandate to be very demanding, and challenging both in my union and personal life, but never boring. The support of my partner, Cathy Kennedy, has pulled me through some very difficult times.

I find the meetings and conversations with members to be the most interesting and invigorating aspects of my union life and I always come back from these discussions determined to fight on.

I would like to complement and thank the people I work with on a regular basis for their support and hard work, particularly Sister Jan Simpson, the National Union Representative for External Organizing, as well as the External Organizing Coordinators and Organizers, the Save Canada Post Campaign Coordinators, past and current, the Regional Education and Organization Officers, the Communications and Research department, the Administrative staff, the Translators and the other Officers, Union Representatives and appointed members and retirees. If I list all the names I will exceed the allowed word count.

And finally to all the members who have been there in the fight for a better life, thank you for supporting the Union and your messages and suggestions. Positive or not, they are all important.

I am re-offering for the final time for the position of Third National Vice-President in CUPW and I am quite prepared to work with the delegates' choices for other positions in CUPW. I ask for your support in confronting our challenges for the future.

The Struggle Continues!

George Floresco
Third National Vice-President

REPORT
OF THE
4TH NATIONAL VICE-PRESIDENT

SUBMITTED TO THE
TWENTY-FIFTH QUADRENNIAL
NATIONAL CONVENTION

MAY 2015

Sisters and Brothers:

The 2011-2015 term was marked by several employer decisions that had a direct impact on Canada Post customers and their use of our services.

In addition to continuing its cavalier implementation of a deficient modern post program, Canada Post announced the elimination of door-to-door mail delivery – a direct service to the public – and a too rapid increase in the price of stamps. Behind these decisions we see the shadow of a Conservative government that does not represent the majority of Canadians.

The employer likes to say its employees are its greatest strength. But despite this statement, its refuses to pay rural and suburban mail carriers (RMSCs) for the hours they work, alters the schedules of internal workers to maximize night work, structures routes that require more than eight hours of work per day, and makes its employees work in unsafe conditions by not implementing rotation of duties or by having them use the multiple-bundle delivery method.

The struggles that will be waged for many years to come will take place on several fronts. They will continue to happen at the political, legal and social levels, but they will also need to be waged in the workplace. Moreover, all of this activity will intersect in the next round of negotiations that is set to begin in 2015. **These are struggles we need to be ready for!**

Staffing Department Report

Reports required under clause 14.28

The following is the summary of reports provided by the Corporation regarding paid hours to employees, by group:

| Hours Paid – Group Comparisons – 2010-2014 | | | | | | |
|--|-------|---------------|---------------|---------------|---------------|---------------|
| GROUP | | 2010 | 2011 | 2012 | 2013 | 2014 |
| GROUP 1 | FT | 20,882,468.62 | 20,201,200.25 | 20,666,061.38 | 19,598,843.32 | 18,666,482.16 |
| | PT | 5,321,173.90 | 5,748,473.83 | 5,978,222.78 | 5,635,805.07 | 5,760,883.33 |
| | TEMP | 1,418,689.00 | 1,985,175.86 | 1,773,238.11 | 1,760,551.18 | 2,135,114.40 |
| | TOTAL | 27,622,331.52 | 27,934,849.94 | 28,417,522.27 | 26,997,212.57 | 26,562,479.89 |
| GROUP 2 | FT | 43,227,768.47 | 40,367,089.28 | 40,535,347.41 | 38,222,680.71 | 36,609,202.36 |
| | PT | 2,742,537.49 | 2,610,705.37 | 2,558,641.75 | 2,339,694.39 | 2,253,082.14 |
| | TEMP | 5,879,474.00 | 3,475,845.30 | 3,778,492.96 | 3,705,281.16 | 4,107,600.31 |
| | TOTAL | 51,849,779.96 | 46,453,639.95 | 46,872,482.12 | 44,267,656.26 | 42,969,884.81 |
| GROUPS 3 and 4 | FT | 1,507,818.79 | 1,474,607.08 | 1,575,026.62 | 1,566,861.81 | 1,613,264.56 |
| | PT | 231 | -56 | 0 | 0 | -61.4 |
| | TEMP | 9,703.00 | 10,488.63 | 18,966.18 | 12,455.78 | 8,584.02 |
| | TOTAL | 1,517,752.79 | 1,485,039.71 | 1,593,992.80 | 1,579,317.59 | 1,621,787.18 |

As you can see, hours paid decreased for all groups, except 3 and 4. The new parcel sorting machine is creating problems for the Corporation and requires more maintenance than expected due to design-related issues.

Hours paid to temporary employees in Groups 1 and 2 have increased, while hours paid to part-time employees remained relatively stable, which will lower the ratio of full-time hours.

Group 1
Appendix “P” Ratio

| Group 1 - Hours Paid – 2010-2014 | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|---------------------------------|
| As per Appendix P | | | | | | |
| | 2010 | 2011 | 2012 | 2013 | 2014 | Difference 2013-2014 |
| Total Hours Paid | 28642797 | 27692789 | 28125385.35 | 26013028.74 | 26276958.09 | 263929.35 |
| Total FT Regular Hours | 21136042 | 19284985 | 19943705 | 18859773.72 | 17750981 | -1108792.72 |
| FT Overtime Hours | 635783 | 765154 | 515078.9 | 564095.51 | 752859 | 188763.49 |
| Total FT hours | 21771826 | 20050139 | 20458783.9 | 19423869.23 | 18503839.5 | -920029.73 |
| FT Regular Hours | 5261162 | 5561392 | 5830713 | 5463790.63 | 5535781 | 71990.37 |
| PT Overtime Hours | 109579 | 153001 | 107372.7 | 133140.94 | 182163 | 49022.06 |
| Total PT Hours | 5370741 | 5714393 | 5938085.7 | 5596931.57 | 5717942.99 | 121011.42 |
| Total Temp. Hours | 1500231 | 1928257 | 1728515.75 | 1689464.39 | 2055175.6 | 365711.21 |
| Unadjusted Ratio (%) | 75.81 | 72.12 | 72.57971457 | 72.5 | | -72.5 |
| Absences > 30 days | 2003568 | 2054560 | 2139688.75 | 1885837.75 | 1780789.75 | -105048 |
| Total Absences | 3948357 | 3972288 | 4164929.55 | 3908507.32 | 3887946.65 | -20560.67 |
| Adjustment Factor | 14.96 | 15.99 | 16.15916056 | 16.06880992 | 0.167 | -15.90180992 |
| Adjusted Ratio (%) | 80.69 | 77.45 | 78.14232088 | 77.96822542 | 75.82903029 | -2.139195128 |

During the last term, the Corporation achieved the 78% ratio in only one year, i.e. in 2012. For 2011 and 2013, the Corporation had to create a total of 55 full-time positions in Group 1. The problem is that despite CUPW’s recommendation, the Corporation created those positions in large sortation centres, where it is very difficult to determine whether the number of positions created in a given section has been deleted in another section at the same time or a few months later. At the time of writing this report, the Corporation will have to create 292 full-time positions as a result of not having achieved the ratio for 2014.

At a time when the employer is increasingly failing to abide by the provisions of Appendix “P”, we urge all locals to once again start filing grievances when it does not meet the requirements of clauses 39.02 AND 39.03 or fails to document the need for full-time positions.

Group 2
075 Forms

| 075 – National Totals – 2010-2014 | | | | | | | | | | |
|--------------------------------------|-----------------|-----|-----------------|-----|-----------------|-----|-----------------|-----|-----------------|-----|
| | 2010 | | 2011 | | 2012 | | 2013 | | 2014 | |
| | FT | PT | FT | PT | FT | PT | FT | PT | FT | PT |
| Foot Routes | 9,067 | 430 | 8,661 | 412 | 6,565 | 366 | 5,601 | 310 | 4,917 | 295 |
| Motorized Routes | 3,475 | 559 | 4,269 | 604 | 5,973 | 598 | 7,096 | 566 | 7,313 | 564 |
| Private Vehicles | 1,281 | 24 | 933 | 0 | 701 | 15 | 350 | 7 | 108 | 5 |
| Personnel Carriers | 42 | 0 | 26 | 0 | 15 | 0 | 98 | 3 | 324 | 6 |
| Meal on Route | 1,597 | 0 | 1,195 | 17 | 1,010 | 4 | 553 | 8 | 422 | 8 |
| Relief letter Carriers | 2,400 | 18 | 2,392 | 18 | 2,368 | 18 | 2,360 | 18 | 2,339 | 18 |
| Routers | 8 | 12 | 8 | 12 | 8 | 12 | 8 | 12 | 8 | 12 |
| Centralized Label Application Module | 142 | 49 | 142 | 49 | 140 | 49 | 140 | 49 | 138 | 49 |
| Assistant Letter Carriers | 491 | 319 | 401 | 319 | 488 | 315 | 486 | 314 | 486 | 309 |
| Average POCs per Route | 571 | 312 | 588 | 309 | 625 | 305 | 664 | 476 | 698 | 320 |
| Total Daily POCs | 9,137,173 | | 9,217,940 | | 9,266,733 | | 9,356,566 | | 9,412,302 | |
| Total Householder Allowances | 157,536 minutes | | 142,309 minutes | | 145,603 minutes | | 143,519 minutes | | 137,336 minutes | |

The number of letter carrier routes has decreased significantly over this last term, dropping from 15,084 full-time and 1,034 part-time letter carrier routes in December 2011 to 13,084 full-time and 878 part-time letter carrier routes in December 2014. This represents a decrease of 2,000 full-time routes and 156 part-time routes.

111 Forms

| MSC Staffing 2013 – Effectif CSP 2013 | | | | |
|---------------------------------------|------------------------|---------------|-------------------------|---------------|
| | Full time/Plein temps | | Part time/Temps partiel | |
| | Routes/ Itinéraires | Relief/Releve | Routes/ Itinéraires | Relief/Releve |
| Calgary | 92 | 27 | 19 | 7 |
| Edmonton Hub | 17 | 3 | 4 | 1 |
| Edmonton Shuttles/Navettes | 24 | 3 | 13 | 2 |
| Goose bay | 1 | 0 | 1 | 0 |
| Halifax Transport | 0 | 2 | 8 | 2 |
| Hamilton transport | 8 | 5 | 5 | 0 |
| Kitchener | 15 | 3 | 5 | 0 |
| London Transport | 18 | 6 | 7 | 0 |
| Moncton | | | | |
| Montreal Succ M | | | | |
| Montreal Shuttle/navettes | 46 | 15 | 55 | 6 |
| Montreal 400-500 | | | | |
| Montreal 700 | | | | |
| Montreal - Shunter | 11 | 0 | 0 | 0 |
| Montreal Bridge | 26 | 4 | 4 | 2 |
| Montreal Saint Michel | | | | |
| Ottawa Hub | 17 | 11 | 9 | 2 |
| Ottawa Shuttle | 14 | 0 | 14 | 0 |
| Quebec - hub Hugues Randin | 26 | 6 | 16 | 0 |
| Regina UTS | 15 | 4 | 4 | 1 |
| Saskatoon | 14 | 5 | 5 | 0 |
| Toronto - West Transportation | 97 | 11 | 72 | 2 |
| Toronto 600 Commissioners | 0 | 0 | 17 | 2 |
| Toronto East Transportation YDC | 72 | 10 | 16 | 0 |
| Toronto East Transportation Shuttle | 36 | 8 | 40 | 5 |
| Toronto - West Transportation Shuttle | 50 | 9 | 19 | 1 |
| Vancouver Depot 74 | 0 | 0 | 26 | 0 |
| Vancouver Transportation | 20 | 0 | 10 | 0 |
| Vancouver VPDC | 52 | 8 | 23 | 4 |
| Vancouver Hub | 50 | 10 | 22 | 3 |
| Victoria | 22 | 4 | 11 | 0 |
| Windsor Transport | 19 | 3 | 5 | 0 |
| Winnipeg UTS | 12 | 6 | 20 | 1 |
| | | | | |
| Total | 774 | 163 | 450 | 41 |

In 2014, the Corporation stopped providing 111 reports on a quarterly basis, arguing that it was not required to do so under the collective agreement.

Groups 3 and 4

| Groups 3 and 4 – Positions per Site | | | | | | | | | | | | | | |
|-------------------------------------|---------|---------|-------|---------|---------|--------|---------|---------|---------|-------|---------|---------|-------|-------|
| Location | GLMAM11 | GLMAM10 | MAM08 | ELINT05 | ELINT06 | GLEMI0 | GLMST10 | GLSMW08 | GSSTS05 | VHE08 | GLVHE09 | GLELE03 | MDO05 | TOTAL |
| Calgary | 17 | 7 | | 4 | | | | | 1 | | 8 | | | 37 |
| Edmonton | 27 | 6 | | 6 | | | | | 1 | | 7 | 1 | | 48 |
| Halifax | 8 | | | 3 | | | | | 1 | | 3 | | | 15 |
| Hamilton | 24 | 0 | | 5 | | 1 | | | 1 | | 4 | | | 35 |
| Kitchener | 2 | | | 1 | | | | | | | 2 | | | 5 |
| London | 13 | | | 3 | | | | | 1 | | 3 | | | 20 |
| Mississauga | 47 | 25 | 0 | 8 | | 2 | | | 4 | 7 | 20 | | 2 | 115 |
| Moncton | 1 | | | | | | | | | | 1 | | | 2 |
| Montreal | 79 | 42 | | 8 | | | 0 | 1 | 4 | | 28 | | | 162 |
| Ottawa | 15 | 6 | | 4 | | | | | 1 | | 5 | 1 | | 32 |
| Quebec | 2 | 1 | | 0 | | | | | | | 4 | | | 7 |
| Regina | 4 | 1 | | 3 | | | | | 1 | | 1 | | | 10 |
| Saint John | 6 | | | 1 | | | | | | | 1 | | | 8 |
| Saskatoon | 5 | 2 | | 1 | | | | | 1 | | 1 | | | 10 |
| St. john's | 6 | 0 | | 1 | | | | | | | 2 | | | 9 |
| Sudbury | | | | | | | | | | | | | | 0 |
| Thunder Bay | 2 | | | 1 | | | | | | | | | | 3 |
| Toronto | 95 | 3 | | 10 | 0 | 2 | | | 5 | | 0 | | | 115 |
| Vancouver | 46 | 12 | | 6 | | 1 | | | 2 | | 9 | 2 | | 78 |
| Victoria | 4 | | | | | | | | 2 | | 3 | 0 | | 9 |
| Windsor | 6 | | | 0 | | | | | 1 | | 2 | | | 9 |
| Winnipeg | 21 | 5 | | 4 | | | | | 1 | | 6 | 1 | | 38 |
| Total 2014 | 430 | 110 | 0 | 69 | 0 | 6 | 0 | 1 | 27 | 7 | 110 | 5 | 2 | 767 |
| Total 2012 | 387 | 131 | 7 | 72 | 0 | 6 | 1 | 2 | 23 | | 111 | 4 | 4 | 748 |
| Total 2011 | 351 | 133 | 1 | 63 | 1 | 6 | 0 | 2 | 24 | | 113 | 4 | 4 | 702 |
| Total 2006 | 346 | 140 | 9 | 84 | 2 | 6 | 3 | 3 | 28 | | 111 | 5 | 4 | 741 |
| Total 2003 | 399 | 183 | 17 | 92 | 4 | 9 | 2 | 3 | 29 | | 134 | 7 | 4 | 883 |

Rural and Suburban Mail Carriers

| | Daily Kilometrage | | |
|-------|-------------------|---------|---------------------|
| | 2011 | 2014 | Growth (km) per day |
| RSMCs | 416,926.43 | 431,599 | 14,672.57 |

| | Points of Call (POCs) | Ratio |
|-----------------|-----------------------|-------|
| RSMCs | 4,388,469 | 31.8% |
| Letter Carriers | 9,412,302 | 68.2% |
| CUPW | 13,800,771 | |

| | Full-time | | Part-time | |
|-----------------|-----------|--------------|-----------|--------------|
| | Route | Average POCs | Route | Average POCs |
| RSMCs | 5,868 | 688 | 1528 | 237 |
| Letter Carriers | 13,084 | 698 | 878 | 320 |

| | Number of POCs | | |
|-----------------|----------------|-----------|---------|
| | 2011 | 2014 | Growth |
| RSMCs | 4,067,483 | 4,388,469 | 320,986 |
| Letter Carriers | 9,137,173 | 9,412,302 | 275,129 |

Private Sector Bargaining Units

| Bargaining Unit Name | Membership |
|---|------------|
| Adecco Mail Management Services- Montreal | 12 |
| Adecco Mail Management Services- Toronto | 46 |
| Adecco Mail Management Services- Vancouver | 15 |
| Bee Clean- Hamilton | 30 |
| Bee Clean- Kitchener-Waterloo | 9 |
| Bee Clean- Windsor | 5 |
| Dynamex- Capital City | 91 |
| Dynamex- Kamloops | 31 |
| Dynamex- Kelowna | 37 |
| Dynamex- Nanaimo | 1 |
| Dynamex- Prince George | 17 |
| Dynamex- Red Deer | 39 |
| Dynamex- Red River | 148 |
| Dynamex- Saskatoon | 67 |
| Dynamex- Victoria | 34 |
| EMC- Bedford | 58 |
| Eazy Express Burlington- Hamilton | 12 |
| Eazy Express- Fredericton | 17 |
| Medacom Atlantic Inc | 22 |
| Open Door Press- Winnipeg | 2 |
| PRO-EX Transportation Solutions- Breton | 5 |
| Quick Messenger Services- Toronto Courriers | 25 |
| RMS Pope- Antigonish | 3 |
| RMS Pope- Breton | 15 |
| RMS Pope- Campbellton | 1 |
| RMS Pope- Charlottetown | 9 |
| RMS Pope- Moncton | 2 |
| RMS Pope- New Glasgow | 5 |
| RMS Pope- Nova | 3 |
| Transport 9014-8016 Quebec- Saguenay | 1 |
| Transport Cliche- Quebec | 10 |
| Total | 772 |

Work Measurement Systems

Letter Carrier Route Measurement System (LCRMS)

Here are the changes that were made to the LCRMS during the last term:

Chapter 1

- The employer amended the CMB 038 forms to make them clearer.
- The employer applies a default value of 0.17 minutes to cross the street for deliveries to CMBs. We were against this change and filed grievance N00-12-00013. In February 2015, an agreement was reached to limit street crossing to roads with less than three lanes, including those used for parking.

Chapter 3

- The total weight of the mail to be delivered by mail mobile for loop delivery must not exceed 20 pounds.

Chapter 4

- Significant change to the 071 form to include mail volumes and rates per point of call.
- Merger of Chapters 4 and 11. Since the 070 and 071 forms were similar, these two chapters were consolidated into one.

Chapter 6

- Increase in the allowance for preparing householders for routes with more than 900 points of call. (Option 2 only)

Chapter 7

- **See grievance N00-12-0005**

Chapter 8

- **See grievance N00-12-0005**

Chapter 9

- Withdrawal of text referring to the five-minute wash-up time at the end of the day.

Chapter 10

- Withdrawal of text referring to the five-minute wash-up time at the end of the day.

Chapter 11

- Completely merged with Chapter 4.

Chapter 12

- Withdrawal of text referring to the five-minute wash-up time at the end of the day.

Mail Service Courier Workload Structuring System (MSCWSS)

Chapter 6 of the MSCWSS was amended by withdrawing the text referring to the five-minute wash-up time at the end of the day.

Time Study in Letter 3 of the RSMC Collective Agreement

The study to assess the appropriateness of sortation and delivery values in Appendix “A” has begun. During the study, we will also need to determine the appropriateness of values that were assigned to points of call delivered to with right-hand drive vehicles and the ergonomic reaching device. The parties also agreed to conduct a survey of RSMCs to better understand disparities between regions and different work methods.

National Work Measurement Committee

| Member | Local | Region |
|------------------|---|-----------------|
| Nicola Boone | Antigonish | Atlantic |
| Anthony Rogers | Nova | Atlantic |
| Édith Paré | Thetford Mines | Quebec |
| Robert Dupuis | Granby | Quebec |
| Pierrette Morin | Montreal | Metro-Montreal |
| | Montreal | Metro-Montreal |
| Jane Sporning | Kingston | Central |
| Dave Jenkins | Ottawa | Central |
| Tobi Vandermoer | London | Ontario |
| Glen Fillier | Scarborough | Ontario |
| Bonnie Pollard | Toronto | Metro-Toronto |
| Clarke White | Toronto | Metro-Toronto |
| Kim Livingston | Calgary | Prairie |
| Brian Blair | Edmonton | Prairie |
| Cindy McDonnell | Regional Union Representative | Pacific |
| Stefanie Neumann | Vancouver | Pacific |
| Nicolas Presne | National Union Representative | National Office |
| Martin Champagne | 4 th National Vice-President | National Office |

Grievances

N00-03-00024, N00-07-00009, N00-07-00018, N00-07-00035, N00-10-00003

- Appendix “P” Ratio

The Corporation changed the way it calculates absences on leave without pay starting in 2006, the year it implemented the SAP system. Before that year, these were tracked in a somewhat ad hoc fashion, and since no cost was associated with the leave without pay, the Corporation did not track all unpaid hours.

The Appendix “P” ratio was negotiated during the 1997-2000 round of negotiations on the basis of data Canada Post provided to CUPW at the time. However, one could expect that the numbers provided in 1997-2000 did not include all absences on leave without pay. In 2006, Canada Post informed us about its new method for recording these absences. We filed an initial grievance so the Corporation would continue calculating the ratio using the data base that it had presented the Union in the negotiations for the 1997 collective agreement.

The grievance was finally referred to arbitration before Me Michel Picher. Hearings were scheduled in 2008 and 2009, but were then cancelled by agreement between the parties, to allow for discussions and exchanges of information. Various meetings took place between the parties in 2009 in an attempt to resolve the matter, but these did not lead to any definite agreement.

The grievance has been in abeyance since 2009 and no other arbitration date has been scheduled.

In the meantime, Canada Post has continued to use a “new” method for calculating the ratio. From 2007 to 2010, the 78% ratio was met on the basis of calculations using the new method. The ratio for 2011 was not met, and the Corporation therefore created approximately 68 positions as corrective action. Grievances have been filed every year to continue challenging the Corporation’s calculation method, except for 2009, when CUPW sent a letter expressing its disagreement to Canada Post.

When the last round of negotiations began in the fall of 2010, CUPW asked for amendments to Appendix “P”. The issue was discussed at various times at the negotiating table. However, given as we all know the circumstances the unfolded later, the new collective agreement was reached without Appendix “P” being amended.

Following a decision by the National Executive Board, the grievances were withdrawn for the following reasons:

- The “new” calculation method being used, which is to include all absences or unpaid leave, is consistent with the provisions of the Appendix “P” and the parties’ intention. There is no valid argument to support an interpretation of the language as excluding certain types of unpaid leaves or absences.
- The “estoppel” argument would not have gone very far. The first reason for this is that it could only apply to 2006, since, in the 2007 round of bargaining, CUPW was advised that all absences on leave without pay would be recorded from then on, and that a new collective agreement was reached in 2007 without amending the Appendix “P” language. With the signing of the 2007-2011 agreement, the estoppel argument could no longer be used.

N00-12-00001- Appendix “P” Ratio

In 2013, the Corporation sent us Appendix “P” reports to which it had added personal days and STDP leave, and included these in the “adjustment rate” for the Appendix “P” ratio, despite the fact that there is no reference to these types of leave in the appendix. We filed a grievance to force Canada Post to abide by the language of Appendix “P”. Canada Post argued that it was merely a “concordance” issue and that personal days and STDP leave were the equivalent of sick leave within the meaning of Appendix “P”.

N00-07-00032 – Access to Information and GeoRoute and Multiple-Bundle Delivery Method

In addition to the eight hearing dates before arbitrator Burkett in the last mandate (before the last CUPW convention), there were 20 hearing dates in the current mandate. In the end, moved by the Union’s extensive evidence and argument, Arbitrator Kevin Burkett, in his October 17, 2013 decision found that:

1. There existed a requirement for a thorough workplace risk assessment of the two-bundle delivery method and Canada Post, although taking a number of steps to enhance letter carrier health and safety under the two-bundle delivery method, breached its contractual and statutory obligation to identify and assess all workplace hazards, including ergonomic ones, by failing to undertake a comprehensive workplace risk assessment in connection with the introduction of the two-bundle delivery method.
2. The two-bundle delivery method (as described), that compromises the forward field of vision to a statistically significant degree, presents a greater risk of slip, trip and fall injuries to letter carriers than the one bundle delivery method.
3. Based on a consideration of all the relevant evidence, the issue as to whether or not there is a greater risk of musculoskeletal injury under the two-bundle delivery method is left as an open question.

However, the issue didn’t end there – over the next 4 months, it required an additional 3 hearing dates, and three supplemental awards before Canada Post was unequivocally ordered to end the practise of having letter carriers carry mail horizontally across the forearm.

Canada Post was allowed, however, to have carriers carry two-bundles:

1. Both in one hand, sequenced mail divided from manual mail with a finger, or
2. Both in one hand, and laying along the arm, similar to the way a single bundle of A62 mail would be carried, or
3. Sequenced mail in the hand and manual mail in the satchel.

The National Joint Health and Safety Committee has hired a third-party ergonomist to study the safety of the first two methods above.

We are moving on to the portion of the national grievance on postal transformation that deals with letter carrier route restructures and access to information, including the GeoRoute software used by the Corporation to restructure routes.

Our first witness was Martin Champagne. Brother Champagne began by providing an historical overview of the various computer programs used by CPC over the years to restructure letter carrier routes, as well as their use by the Union. He stressed the need to obtain information on a timely basis to be able to quickly point out problems, so that the Corporation can rectify the situation.

The arbitrator asked to meet in camera with counsels for both parties and asked them to try and reach a settlement. The arbitrator pointed out that, in his opinion, the Corporation should provide the Union with all the information it needs when it needs it.

The employer did everything it could to stall the negotiating process.

The Corporation is refusing to provide information that is not directly used by the Route Measurement Officer even though it is essential for assessing new routes. Based on this criterion, the Corporation rejected some of our requests out of hand, for example:

- Detailed mail volume index;
- Sequenced mail stabilization reports;
- List of PCI items scanned by letter carriers.

The Corporation also advised that if it provided us with the GeoRoute software, it would charge us more than \$20,000 per month for the use of this software by our union observers. As a result, we decided to develop our own software, which will use the information provided to us by the Corporation for checking restructured routes.

N00-07-00036 – Route Transportation Times

CUPW has filed a grievance challenging the way Canada Post has been calculating route transportation times since the introduction of the GeoRoute software. The employer uses this software to calculate transportation times and uses the same speeds regardless of the time of day or type of work being done. This is a violation of Chapter 7 of the LCMRS and of Chapters 3 and 5 of the MSCWSS. The employer now uses transportation times at the preparation stage so it won't have to pay for union observers.

In their testimony Brothers Martin Champagne and Anthony Rogers explained the past practice and the Corporation's new approach to the arbitrator. The Union has almost completed its evidence.

Article 29 – Adverse Effects on Group 2 from PT Technological Changes — before arbitrator Brian Keller

In the spring of 2013, we started working on the phase of the grievance dealing with Group 2 issues. Early that year, the NEB had listed the related adverse effects. So far, letter carriers from Montreal, Ottawa, Winnipeg and Edmonton have testified on the following issues:

1. Problems related to the second wave:
 - Schedules that are incompatible with family life, child care needs and social life
 - Breaches of seniority rights for relief workers and distribution of overtime portions under clauses 17.04 and 15.14
 - Frequent delivery work after dark
 - Unnecessary use of the second wave
2. Problems related to the sharing of sortation cases:
 - Inability to prepare flyers in the sortation case
 - Inability to get a head start on the next one-third portion to addresses receiving mail only
 - Nowhere to prepare flyers
 - Vehicle-related problems or problems linked to increased rate of motorization
 - Letter carriers without a VOP
 - Vehicles not big enough to carry out the work
 - Significant increase in overtime worked under clause 15.08
 - Greatly deteriorated work environment
3. Problems caused by excessively long loops

4. PDT issues

- The time values for the A-62 case factored in a number of POCs with several separators where the mail was sorted flat. Now that cases are shared, separators have to be inserted everywhere, and all mail is sorted while standing, which takes more time.
- The sortation standard for O/S mail provides for a significant number of “technical oversize” mail (Rogers or Videotron format) that are now machine-sorted. There is now a larger proportion of actual O/S items that takes longer to sort than is provided by the standard.
- The time between two POCs is not enough to prepare mail for the next POC. There is no additional time allotted at the receptacle for preparing items for two-bundle deliveries.

The coming arbitration hearings will deal with route assessment problems, sortation values for O/S items, and the rate of improperly assessed sequenced mail.

We will also deal with health and safety issues arising from the two-bundle delivery method. Since the rollout of Modern Post, many letter carriers have been suffering from back and arm pain that is directly caused by the new work method.

Unfortunately, arbitration is a lengthy process, and we realize that this may be frustrating for those who are suffering from these adverse effects on a daily basis.

That is why we will be asking the arbitrator to order the Corporation to compensate employees who will have been adversely affected throughout this time.

N00-12-00005 – Changes to Chapters 7 and 8 of the LCRMS

The Corporation unilaterally amended Chapters 7 and 8 of the LCRMS by:

- removing allowances for POCs under construction on full-time routes;
- changing the criteria regarding ½ and ¾ street distances on the special allowances’ form;
- no longer crediting MM stops on the special allowances’ form for oversized PCI delivery in areas with “stop’n go” delivery;
- Establishing a default value for fueling time.

These changes impact letter carrier workload.

Furthermore, the employer never consulted CUPW on the French version of Chapter 7 and 8, and implemented it despite the fact that it contained spelling mistakes and errors of syntax that made several passages incomprehensible.

N00-12-00013 – Changes to Chapters 1 and 4 of the LCRMS

The Corporation advised us that it intends to amend Chapter 1 of the LCRMS to introduce a new concept designated as an “External Delivery Unit” or EDU. This simply refers to a site where there are one or more CMBs. A 038 form will be produced for each EDU, rather than for each single postal code, as is done currently. The Corporation has also amended the CMB portion of the 038 forms to make them clearer.

The Corporation also amended the LCRMS language to apply a single value for servicing CMBs from the opposite side of the street, instead of measuring the distance between the vehicle and the CMB, as is currently required by the LCRMS. CUPW disagrees with this change, which is why it has filed a grievance.

In February 2015, Canada Post signed an MOA and agreed to amend the LCRMS Manual to reflect the following:

1. Letter carriers will not be structured to deliver CMB sites from the opposite side of the street if the street is wider than 3 lanes -- including any lanes used for parking.
2. A time credit of 0.17 minutes will be provided to cross from and return to the vehicle when crossing the street. This time represents the time to walk 45.18 feet, and is in addition to the regular pacing given on the 038 to walk to the CMB.
3. Situations where the letter carrier must travel further than 45.18 feet the time to cross the street will be updated by management at the request of the letter carrier or the Union. Situations where the letter carrier would have to travel more than 45.18 feet include:
 - a. Not being able to park directly across from the CMB site because of a bus stop, no parking sign, fire hydrant, drive way, or T-intersection, etc.),
 - b. Where the street, while being 3 lanes or less, is wider than normal.
4. Locations where the CMB is delivered from across the street will be indicated on the Form 070/071.

Note:

- The language in the LCRMS is not a waiver to any local bylaws that prohibit crossing the street between intersections (jay-walking bylaws).
- The language in the LCRMS states the following:
Concerns regarding local bylaws and/or health and safety concerns should be brought to the attention of:
 - the RMO during the restructure exercise, or, if identified later,
 - to local management in consultation; and
 - to the local joint H&S committee.

N00-12-R0006

The Corporation created a new type of POC that it calls “door-to-door” (DDD) and assigned it the same value applied to lock-box assemblies. It then gradually converted “Business Direct” POCs that did not meet certain minimum criteria into “DDD” points of call:

- a business that is located in a commercial building; or
- personal contact items (PCIs), at least three days per week (including door-to-door delivery – all modes); or
- parcel volume or frequency that would result in items being carded at least three days a week; or
- 30 or more letter mail items per working day.

This is a change to the collective agreement and the Corporation should have obtained the consent of the Union for this change. We have therefore filed a grievance.

The Corporation agreed to settle the grievance and restore the situation as it was prior to the change. It will have to compensate RSMCs who were affected by the changes based on the number of affected points of call by route, for a total of \$20,000.00.

Appendix AA Committee

Appendix AA – The Appendix that establishes the “Collection and Delivery Operating Model” committee (usually known as the Appendix AA Committee), came into being in the 2000 collective agreement – and has been renewed in each of the four collective agreements since then.

The objective of the Appendix AA Committee – which includes both Union and management representatives -- is to “... identify, conduct and evaluate collection and delivery related projects that may be proposed by either party from time to time, in an effort to address the needs of the Corporation, the employees and its customers.”

In practice, the committee runs collection and delivery (Letter Carrier or MSC) pilot projects to test out concepts that may end up at the negotiating table. Some of the projects completed under Appendix AA include:

- developing the Bar Chart software used to calculate the number of relief letter carriers and MSCs needed,
- the development of the interim time standards used with the A62 Letter Carrier work station,
- Projects in Kelowna, B.C. and Burlington, ON to test new letter carrier delivery methods, including moving from CMB delivery to door-to-door delivery and contracting in CUS (Combined Urban Services).
- the projects in Regina and Winnipeg to test contracting in Expedited parcel delivery, and new ways for MSCs to deliver parcels
- Projects in Malvern, ON and Youville, Montreal to develop and test time standards for the delivery of householders
- Testing a variety of letter carrier carts
- The Householder Overburdening task force

A number of the concepts tested were rolled into the collective agreement, resulting in more than 2600 jobs being created over the past 15 years.

Since 2000, nine different CUPW members from five separate regions have been attached to the national Appendix AA working committee – three women and six men. The total cost of the AA pilot projects and the Appendix AA related work of the local and national working committees is paid by Canada Post. The cost of any time spent by Union members of the AA working committee on other than Appendix AA matters is covered by the Union.

In the 15 years since Appendix AA's inception, Canada Post has paid almost 85% of the costs of the Union members of the Appendix AA national working committee. However the amount paid by Canada Post in 2014 shrunk to about 45%, due to members of the Appendix AA working committee being assigned by the NEB to do work other than Appendix AA related work.

Union members of the Appendix AA Steering Committee in this mandate were Sister Gayle Bossenberry, CUPW 1st National Vice President, and Brother Donald Lafleur, CUPW 4th National Vice President. Upon Brother Lafleur's election to the Canadian Labour Congress, I was elected 4th National Vice President, and joined the Appendix AA Steering Committee.

Union members of the Appendix AA National Work Committee were Sister Pierrette Morin (Montreal Local) and Brother Jim Crowell (Edmonton Local).

The Appendix AA work undertaken in the last mandate (since the October 2011 CUPW Convention) includes:

- the First Householder Project – report completion
- the Letter Carrier Delivery Cart Project
- the Statistical Analysis of Factors Related to Letter Carrier Injuries
- the Appendix AA Unaddressed Admail Project (second project)
- the Parcel Variability Project (Montreal)

Householder Project (First Project)

The Unaddressed Admail (Householder) Project report was completed and accepted by the Appendix AA Steering Committee in 2012. The report has 2 parts – a 148 page main report, a 30 page time value report -- and 58 appendices. This is in addition to the more than 1,000 data files the Union has from the pilot projects in Malvern (Scarborough Local) and Youville (Montreal Local).

Key learnings from the Householder project included:

- Canada Post's admail software (SAP) was needlessly forcing letter carriers to deliver compressed householders; overburdening the letter carriers and costing CPC more. Fixing the software reduced the rate of compressed mailings from 20% to less than 5%.
- 'Fill the Gaps' is effective, efficient and a preferred work method with letter carriers. It worked better than the current 1/3rd, 1/3rd, 1/3rd. method. With the 'fill the gaps' method the letter carrier uses the sortation case to maximize the delivery of householders with addressed mail, and reduce the frequency of delivering only householder.
- Letter carriers require flexibility to be able to tailor delivery methods to the volume of householders and mail, to the weather conditions and to the nature of the route in question.

- Where possible, householders should be prepared outside the morning ‘crunch’ period, when the carrier is rushing to prepare the mail for delivery. Preparing householders at noon (if the carrier returns to the depot for lunch) or at the end of the delivery day are workable options.

The Letter Carrier Delivery Cart Project

While the Report on the Letter Carrier Cart Project was completed before last convention; in the current mandate the parties forwarded the report recommendations to the National Joint Health and Safety committee for implementation. Canada Post adopted some of the improvements recommended for the C-46 cart such as anti-slip tips on the legs, but has not moved forward on improvements recommended for the mail container (currently a single satchel bag). As well, adapting the “Bob” Cart for letter carrier delivery was abandoned.

Statistical Analysis of Factors Related to Letter Carrier Injuries

Work on this long delayed Appendix AA project was re-started on the completion of the Householder Project. The parties agreed to revise the project scope document to simplify the project and allow for issues that may arise from the introduction of postal transformation (PT).

From the agreed revised scope document:

“The objective of the Statistical Analysis of Factors Related to Letter Carrier Injuries is to develop a better understanding of the various risk factors that may lead to letter carrier injuries, with the goal of identifying effective preventative measures. Injury risk factors could include letter carriers’ route characteristics, mail volume characteristics, environmental factors, demographics, etc.

“The mechanism for developing this understanding is the statistical correlation and analysis of injury and incident data, letter carrier route data, mail volume data (including householders), and human resources data for the calendar year 2012.”

At the time of writing, Canada Post was having problems providing some of the data needed to allow the various data bases to be properly linked. Work continues on this project.

Unaddressed Admail Project (second project)

Postal Transformation (PT) – specifically the removal of sequenced mail from the sortation case, and the introduction of shared cases -- meant that some of the key work methods developed during the first Unaddressed Admail (Householder) project were no longer viable. For the same reason, the time standards developed during that first project also needed to be reworked.

Because of this, the parties agreed to run a second Unaddressed Admail project, and agreed to hold the pilot in Montreal, at the three Marseilles depots in Montreal. The pilot project will start on March 16th, 2015 and run for one year.

From the agreed scope document for the project:

“The objectives of the UA pilot are to:

- test the benefits of structuring more time for UA into letter carrier routes
- determine the employee impact of reducing/eliminating the bonus
- test the potential for growth in UA product with larger sizes”

The following elements will be included in the UA pilot:

1. New Engineered time values for UA:

- Based on the work that was done in the previous UA pilot and at the 2011 negotiations and taking into account the work method changes driven by postal transformation, a new set of engineered time values for UA were developed, and will be applied in newly structured routes. These new time values will result in a gain of 18 equivalent full time routes.
- The parties will determine a recommended time of day for preparation of UA.

2. Bonus:

- In exchange for the introduction of full-time values, the householder money bonus will cease for items measuring up to 9” by 12”, and weighing up to 115 grams.

3. UA sizes

- The delivery of larger, foldable items up to 11” x 14 will be tested.

Parcel Variability Project (Montreal)

From the scope document:

“The objective of the Parcel Variability study is to understand the impact of parcel pick-up and delivery volume fluctuations on motorized letter carrier (MLC) routes and to evaluate potential solutions that will allow MLC’s to better deal with parcel variability. “

In the scope document, the parties have agreed to:

- Analyze parcel pickup data, scheduled and on-demand, to determine the extent of volume fluctuations on a daily and seasonal basis;
- Determine if pick-up data supports including pick-ups within the scope of the solution design and pilot projects;
- Analyze parcel delivery data to determine the extent of volume fluctuations on a daily and seasonal basis.

No agreement has been reached on the details of the pilot project(s), but the site selected for the pilot project(s) is the West Depot, in the Montreal Local.

Solutions that the parties agree may be tested in a pilot project include:

1. Part Time Flex routes that could take excess volumes from other routes
2. Composite positions that could perform some inside duties plus outside duties
3. Variable work week for full time MLCs based on average daily volume fluctuations (i.e. more scheduled hours on higher volume days and less scheduled hours on lower volume days, still at 40 hours per week)

4. Load Leveling of parcel volumes from full time MLC routes using thresholds based on time to include PT flex or other routes which are to be determined.
5. Part-time Flex MLC Routes.
6. Variable Delivery Rate based on:
 - a. Type of area
 - b. Density
7. Use of unassigned relief when capacity is exceeded

Arbitrations

The members of the Modern Post Delivery Sub-Group were assigned to work on National Arbitrations dealing with Postal Transformation – specifically:

- N007-00032 -- the arbitration on the safety of the PT multiple bundle delivery methods before Arbitrator Burkett, and
- The Article 29 Technological Charge Arbitration on Group 2 issues before Arbitrator Keller.

Modern Post/Time Standards Validation

While working on the various Appendix AA projects, members of the national working group were trained and certified in MOST and Mini-MOST -- the Work Measurement Systems used by Canada Post. This was necessary since much of the work of the AA working committee involved developing new time standards to go along with the new work methods tested in the pilot projects. This expertise has been used by the Union to check and if necessary contest the time standards Canada Post has introduced as part of Postal Transformation (PT).

The Modern Post Delivery Sub-Group

PT Standards Validation

When, in 2008, Canada Post proposed new time standards for the changed letter carrier work methods under postal transformation, the National Executive Board assigned the Appendix AA Working Committee members at the time (Sister Pierrette Morin, Brother Terry MacDonald and Brother Jim Crowell) to assist the 4th National Vice President and the Staffing/Route Evaluation Union Rep in reviewing the proposed work methods and time standards.

This Modern Post Delivery Sub-Group continues to be responsible for reviewing and validating all changes to work methods and time standards under postal transformation. A major portion of their work in the past mandate involved negotiating a process to validate the PT interim time standards.

While in 2011, the parties could agree on the process to validate close to 300 frequencies and work methods that impact the PT time standards, 14 were referred to Technical Arbitrator Guilbert for resolution. Another 2 were referred to the NJH&S committee. Nine days of hearing before Arbitrator Guilbert took place in 2012 and early 2013, during which the parties settled 9 of the 14 issues in dispute. When Guilbert ruled, the Union won 1 of the 5 issues in dispute. However, the arbitration process delayed work on the validation process for more than a year.

After many consultation meetings and the arbitration on the above-mentioned matter, some 299 items need to be sampled in letter carrier depots. Since this is a joint validation process, union representatives must be present at every stage.

CUPW gained its experience and knowledge in standards development through Appendix AA. Before that, if the Union was going to be involved, it hired professional engineers such as Patrice Mallet, and paid hundreds of dollars per hour.

The goal is to have the validation process completed as soon as possible, hopefully by June 30 2015 -- the deadline stipulated in the amended MOA. This deadline of course is dependent on a number of factors such as:

- Reaching final agreement between the parties on the sampling forms and methods that will be used to collect the data
- Selecting the sites that will be involved in the sampling
- Conducting pre-sampling visits in selected sites to determine if the prescribed work methods and process are being followed
- Securing volunteer letter carriers in the sampling sites
- Training local members if they are to be used in the sampling process
- CPC's availability
- And of course, CUPW committing sufficient resources to the sampling and analysis process.

PCI/S4 Work method and standards

Canada Post established the Postal Transformation work methods in 2008, and implemented the first depots under PT in 2010. Since then, the Union has demanded a number of changes – arguing that Canada Post’s new work methods were not workable, and were not the methods actually being used in the field.

One area in which the Union demanded changes were the in-depot work methods Canada Post set for personal contact items and other bar coded products (S4/PCI Preparation). The PT work method Canada Post imposed had all items scanned out for delivery by depot support (Depot Assistants and/or PO4).

Under this new method, letter carriers were given no time to obtain the PDT, or to scan the barcoded items, or to handle missorted PCI items. Motorized Letter Carriers received a flat 2.19 minutes per day to handle all their letter carrier sized PCIs and barcoded items – no matter how many they actually received.

Because the work methods actually used in the field were so different than those Canada Post wanted to validate, Canada Post finally agreed to the Union’s demand to fix their official S4/PCI Preparation work methods.

CPC has asked the Union for input determining new work methods. Since we expect a substantial increase in the “S4 PCI Preparation” time values based on the fixed methods, the Union have agreed.

Conclusion

At the time of writing this report, I was only about four months into my new position. Regardless of the job involved, there is always a transition period required to become familiar with the work, as well as the available tools and resources, in order to ensure file continuity.

I would first like to thank Brother and friend Nicolas Presne, who took care of the staffing and work measurement files after Brother Lafleur was elected to the CLC. Thanks also to those responsible for the “specialized” work around Appendix “AA” and time value validation, among others.

I also wish to thank all the members of the National Executive Board, directors and union representatives at all levels, as well as the employees of the Union for the valuable help they provide us with in our work.

Finally, when I sought this position last November, it was with the intention of serving the membership of our Union to the best of my abilities. I am again putting forth my candidacy for the position of 4th National Vice-President.

Martin Champagne
4th National Vice-President
Canadian Union of Postal Workers

REPORT

ON

EDUCATION AND CHILD CARE

SUBMITTED TO THE

TWENTY-FIFTH QUADRENNIAL

NATIONAL CONVENTION

MAY 2015

REPORT ON EDUCATION AND CHILD CARE DURING THE 2011-2015 MANDATE

We have compiled the attached report on education and child care, two of the major files attached to the position of 2nd Vice-President. Much of this information was drawn from the detailed reports Sister Foreman produced prior to her absence. Please note that this report is not intended to represent the report of the 2nd Vice-President but to provide information on work that was completed in this department.

We also note that two committees for which the 2nd Vice-President is responsible, the National Women's Committee and the National Human Rights Committee have, as mandated, submitted their own reports.

EDUCATION IN CUPW

“The union movement grew out of the struggle of working people to improve their lives.

Union education is, or should be, based in that struggle.

It's about developing the knowledge, will and confidence of the membership to defend their rights and the rights of others.

It's about recognizing shop floor, picket line and community activism as significant educational experiences.

It's about developing the awareness and confidence that can change the world.”

From “Education” on cupw.ca

The Education Department works to develop and update our courses and train the facilitators who deliver them. Plans to revise old courses and produce new ones are developed in response to priorities set at national convention and by the NEB, and through discussions with the Regional Education and Organization Officers.

This review of education work in the union during the 2011-2015 mandate focuses on union education for CUPW members. It does not include details concerning programs done in conjunction with Canada Post such as DD and HH training.

CUPW EDUCATION: A SNAP SHOT

The CUPW education program has three components: three-day seminars, five-day educationals and the four week residential program (UEP).

3-DAY SEMINARS

As per article 11.06 of the national constitution, each region holds “two education seminars of up to three days per year”.

These seminars are the spring and fall sessions that are held over one or more weekends in each region. A selection of courses are offered, along with a plenary session. Roughly 1,000 participants can attend these educationals each year.

5-DAY COURSES

Throughout this mandate the Union Education Fund budgeted for two five-day courses in each year, in each region. Twenty to twenty-five members take part in these courses, adding up to a potential 350 participants per year.

FOUR WEEK RESIDENTIAL PROGRAM (UNION EDUCATION PROGRAM)

The third element of CUPW education is the four week Union Education Program (UEP). It was first held in the fall of 1993 at the CAW (now Unifor) Centre in Port Elgin, Ontario. The UEP was held twice this mandate, in 2012 and 2014.

EDUCATION FINANCES: THEN AND NOW

Until the 1990s, all of CUPW's education was delivered at three-day seminars, paid for out of the General Fund, i.e., out of the union's regular dues-generated revenue.

This all changed in 1992, when we negotiated the Union Education Fund. The new contract obliged Canada Post to remit three cents for each regular hour worked by employees to CUPW, monies to be used "exclusively for union education".

The Union Education Fund made it possible to significantly expand our education program. We began to offer five-day courses and launched the four week residential program (UEP). In addition to course development and delivery, the Fund also paid for the production of a number of videos, including *Memory and Muscle* and *Closing the Door on Harassment*.

In 1995, the three cents per hour formula was improved to include all hours worked by urban group members. Contributions increased but so did demands on the Fund.

The twice-yearly regional seminars had always been paid for out of the General Fund (education budget). Beginning in July 2002 regional education costs were charged to the Education Fund. Lost wages, initially charged to the Fund, were eventually made a local expense.

Over more than two decades, the costs of offering education – wages, transportation, accommodation, per diem, meeting room rentals, etc. – increased dramatically. For example, the wage that was \$16.27 an hour in 1992 is \$25.95 today.

The RSMC contribution to the Education Fund was initially 1/3 of a cent per hour worked (effective January 1, 2004). It rose to 2/3 of a cent per hour paid in 2005, and then to three cents per hour paid in 2011. As the chart below illustrates, the increased RSMC contribution to the Fund has helped to offset the decrease in the urban operations contribution to the Fund.

| Union Education Fund – contributions made per Appendix U (urban) and D (RSMC) | | | | | | | |
|---|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|-----------|
| Year | JULY 2008 - JUNE 2009 | JULY 2009 - JUNE 2010 | JULY 2010 - JUNE 2011* | JULY 2011 - JUNE 2012 | JULY 2012 - JUNE 2013 | JULY 2013 - JUNE 2014 | |
| Urban Operations | 2,600,085 | 2,475,125 | 2,323,195 | 2,402,537 | 2,277,869 | 2,202,845 | |
| RSMC | 69,872 | 71,061 | 191,557 | 326,426 | 341,490 | 406,434 | |
| Total CPC Contribution | 2,669,957 | 2,546,186 | 2,514,752 | 2,728,962 | 2,619,359 | 2,609,279 | |
| % Increase or Decrease | ** | -4.64% | -1.23% | 8.52% | -4.02% | -0.38% | -2.27% ** |

Notes:

*In 2010-2011 the number of hours worked in the urban group were lower due to the lock-out.

**Overall – from July 2008 to June 2014 – there was a decrease CPC’s contributions of -2.27%.

The budgeted cost of offering three-day seminars and five-day courses twice a year in each region is roughly \$2 million a year.

GENERAL FUND EDUCATION

A portion of the General Fund continues to be earmarked for education. During this mandate, the budgeted amount was \$300,000 a year.

The Union Education Fund is solely for the education of people who work for Canada Post. When members who work for other employers take or facilitate three or five-day courses, the General Fund pays their expenses.

The General Fund pays for the development and delivery of courses offered nationally as well as education-related projects and courses that fall outside the three and five-day course regimen. In 2011-2015, amounts spent ranged from a few hundred dollars for a computer literacy project in Bridgewater NS, to three thousand dollars for the delivery of the suicide awareness course “Sentielle” to members in Montreal, to many thousands of dollars to train dozens of members to be facilitators.

The major General Fund educational expenses during this mandate were the following:

- Regular Arbitration (worker-advocate training)
- Facilitator Training
- Human Rights for Leaders (mandatory course for officers and union reps)
- Appendix DD training
- Solidarity Skills, Restorative Circle Training
- MOST (Maynard Operation Sequence Technique) - LCRMS technical course
- Training on Arguing CIRB Cases (cost split with External Organizing)
- Campaign Training (cost split with External Organizing)
- Turtle Island training

COURSE DEVELOPMENT

The demands for particular courses and the funds spent to deliver them are considerable, but the time and resources available to meet the demands are limited.

When planning their work, staff and officers in the education departments ask questions such as these:

- ✓ Which existing courses are most useful, and should be updated?
- ✓ Which new courses are the priority courses we should be working on?
- ✓ Which courses are suited for delivery at the local level?
- ✓ Which courses should be translated? Can this course be translated “as is” or does it need to be adapted for delivery in the other language?

It’s not just the education union reps and education department staff who are kept busy with course development and with the piloting of new and revised courses. The knowledge of members of the grievance and health and safety department and research and communications staff is tapped. Many CUPW members – current and retired – lend a hand.

Friends and allies in the labour movement and other organizations are also involved in education work. CUPW exchanges courses and ideas with them and on occasion we develop courses collaboratively.

REGIONAL AND LOCAL INITIATIVES

The regions and a number of locals have produced and delivered courses. They have updated or tweaked existing courses, sometimes pulling segments from several national courses to create a valuable learning experience for members. In some cases completely new course material was produced.

The Atlantic Region piloted a new format for the three-day seminars. They took short segments of 2-3 hours from different courses and scheduled them over the weekend. This format gave members the opportunity to sample a variety of different exercises and activities.

MANY FACTORS INFLUENCE COURSE DEVELOPMENT

During this mandate the need for educational material was influenced by factors that included:

- New collective agreements concluded for our two largest bargaining units
- Our response to Canada Post's plans for massive jobs and service cuts
- The introduction of the Short Term Disability Program (STDP) by Canada Post
- Major campaigns in the labour movement such as the Canadian Labour Congress' Fairness Campaign
- International events such as the Palestinian struggle and Occupy
- Postal Transformation and its impact on letter carrier work
- The emergence of social movements such as Idle No More
- The certainty that there will be a federal election in 2015
- Upcoming negotiations for all members who work for Canada Post

COURSES OFFERED DURING THIS MANDATE

Listed below are the main courses offered during this mandate, with notes concerning their development and delivery.

Not included here are the many older courses and drafts on file. Numerous draft courses were produced and in some cases piloted by the union representatives in the Education Department.

REGULAR ARBITRATION (5-DAY)

“Regular arbitration” is a specialized course developed by the grievance department to train members to argue arbitration cases. Elections at the 2011 national convention resulted in an immediate need for worker-advocate training. Accordingly, regular arbitration courses were offered in December 2011 (English) and in February 2012 (French). In each case, regional and national union representatives and local advocates were among the participants.

SOLIDARITY SKILLS TRAINING

At the 2011 convention, the union’s constitution was amended to provide for conflict committees at all levels, and for leaders at all levels to have obligatory training in solidarity skills. The amendments included:

- ❖ Providing access to internal forms of resolution for members in conflict.
- ❖ Establishing conflict committees at national, regional and local levels.
- ❖ Making training in solidarity skills mandatory for leadership at all three levels, and providing it to conflict committees.

The first five-day Solidarity Skills course was piloted in CUPW in 2010.

CUPW benefitted from the knowledge and commitment of experienced union educators – Sister France Laurendeau of the Quebec Federation of Labour, Brother D’Arcy Martin, and Brother Kai Lai of the United Steelworkers – in developing this course. Sister Lynn Bue, then 2nd Vice-President and Brother Guy Lafontaine of the Sherbrooke Local were key CUPW participants.

Beginning in February 2012, this group met and began to work together to finalize the course.

The final version of the five-day Solidarity Skills course was produced in 2013. “Solidarity Skills: Confidence in conflict” looks at conflict in the union and how to deal with it. Participants explore and practise non-violent communication, conflict de-escalation skills, mediation techniques and conflict resolution methods.

The course was then split into two 2.5-day courses, a format that makes it possible to deliver it at three-day weekend seminars. So far, more than 200 sisters and brothers have taken Level 1, 90 have taken Level 2, and 70 have taken the five-day course.

KNOWING OUR BENEFITS (2.5-DAY)

The 2008 version of this course required many changes due to the addition of coverage for RSMCs and changes to the benefits themselves. A member of the grievance department with expertise in this area drafted a revised version of this course to be piloted early in the year. A final version of this course is expected in 2015.

COLLECTIVE AGREEMENTS – RSMC AND URBAN (2013)

During this mandate, new contracts were ratified for members of both the urban operations and RSMC bargaining units. Working with members of the grievance department, the Education Department developed 2.5-day courses on each collective agreement.

KNOW YOUR RIGHTS (MODULES)

This course consists of modules about the urban collective agreement. It is especially suited to members with limited experience with the contract, and for delivery at the local level. With the assistance of one of the union's worker-advocates, a final version of this course is expected in spring 2015.

DISABILITY ADVOCACY FOR LOCALS (2.5 DAY)

This 2.5-day course aims to provide local activists with a basic understanding of workplace disability procedures and practices. This course is for local activists who consult on Article 54, WCB/WSIB advocates, and those who want to assist urban and RSMC members with their disability claims. The course has been successfully piloted and will be finalized in 2015.

BASIC HEALTH AND SAFETY COURSE (2-2.5 DAY) 2010

The primary goal of this course is to prepare health and safety representatives covered by the urban collective agreement to participate in local joint committee-related activities.

COURSE FOR HEALTH AND SAFETY REPRESENTATIVES (2 - 2.5 DAY) 2011

This course is for health and safety and representatives in Canada Post workplaces with fewer than 20 workers – where no joint health and safety committee is required. It is built around CUPW’s Health & Safety Tool Kit, a binder of useful information the reps are sent after their election.

LETTER CARRIER ROUTE MEASUREMENT (LCRMS)

The LCRMS system has been constantly evolving due to factors such as Postal Transformation, new software and employer amendments to values. Reflecting this, our LCRMS courses have required continual work to keep up with the changes.

During this mandate, a 2.5-day course entitled “Updating Routes and Basic LCRMS” was finalized and sent to the regions. In this participatory course, members new to LCRMS learn its basics and gain an understanding of the factors used to update letter carrier routes. A one-day course, “Know Your Route”, was also completed.

The five-day course for observers has been revised many times but it has proved impossible to finalize it before CPC introduced more changes. Nonetheless, with the assistance of the 4th Vice-President, the union representative responsible for staffing, and knowledgeable members in the regions, the union has been able to deliver courses course for observers quite widely.

As well, a five-day “computer” course was offered, where participants gained an understanding of the employer’s electronic LCRMS processes and documentation.

FACILITATOR TRAINING (5-DAY COURSES)

At the beginning of the mandate, the Regional Education and Organization Officers were asked how many active facilitators they had in their region and if more were needed. The need for more trained facilitators was identified as a priority. The five-day Phase 1 facilitator training course was updated. This course was offered to a total of 44 participants in four sessions – one held in Ontario, one in Nova Scotia and two in Quebec.

A Phase 2 (advanced) course was delivered to 16 participants. The union also funded a number of members to attend facilitator training offered by organizations such as Training for Change, and to attend Turtle Island training offered by the Saskatchewan Federation of Labour.

LEADERSHIP SKILLS (5-DAY)

This five-day course gives shop stewards and other union leaders an opportunity to improve communication and shop floor organizing skills, and analyze the challenges encountered in representing and mobilizing the membership. This course is being updated in 2015.

MEDIA TRAINING COURSE (3-DAY) 2014

A media training course was developed for local activists directly engaged in the campaign to save the public postal service and jobs. In this course participants develop a critical understanding of media and learn general media skills and how to create and deliver a clear effective message. The use of social and community media is also explored. A CUPW media specialist delivers some of the course content and assists with media role plays. The course was developed jointly by CUPW communications staff and the Education Department.

POLITICAL ACTION (2.5-DAY) 2015

The political action course aims to help participants improve their lobbying, canvassing, outreach and campaign capacity with a focus on municipal and federal politics. Participants learn how to have a more effective impact on their elected representative – through a meeting, strategic direct action, or removing a hostile MP at the ballot box. This course is updated as events unfold.

PREPARING FOR THE 2015 ELECTION: PLENARY

A 90-minute plenary to prepare members for the upcoming federal election will be produced for the spring 2015 educationals.

FIGHTING BACK: A PRIMER IN LOCAL POSTAL WORKER POWER (2. 5-DAY)

This participant-focused course, also known as the “activist” course, aims to assist members to focus their power at the local level by seeking and deepening alliances within the community, labour movement and workplace, while finding the roles that they can play to strengthen their individual parts, and as a whole.

The earlier version of Fighting Back was focused a lot on technology and the Modern Post. The updated version includes more on strategic planning and shop floor action as possible ways to resolve grievances in the workplace and plug into the Save Canada Post campaign.

COURSES FOR STEWARDS

Updated courses for stewards, including a one-day basic steward course and a grievance handling course, have been piloted by the national union representatives (education).

In 2013, a series of modules for stewards – 27 in all – were piloted. These modules can be used to build courses of a few hours to several days, for new or experienced stewards. A final draft of 52 modules will be rolled out in the spring of 2015. The goal is to fine-tune and finalize all the modules by the end of the year and make them widely available.

LOCAL ADMINISTRATION (2.5-DAY) 2012

Participants examine the general responsibilities and tasks of local executive members as set out in the CUPW constitution. Includes segments on communication skills, union-management meetings, rules of order, finances, and the development and execution of a work plan. This course was updated in 2012 and will be updated after convention.

TEMPORARY WORKERS AND THEIR RIGHTS

This course includes some CUPW history, emphasizing the story of the long struggle for better working conditions and more secure employment for “casual” and temporary workers. It contains sections on basic rights and benefits and how to defend them. The course also looks at the union’s orientation and constitution, and examines the pressures facing today’s public postal service. It is being updated for spring 2015.

HUMAN RIGHTS (2.5-DAY) 2011

This course provides an overview of the rights and struggles of equity-seeking groups, with focus on racialized groups, differently-abled people, Aboriginal Peoples, and members of the LGBT community.

TURTLE ISLAND TRAINING

The Turtle Island course gives an overview of the history of the indigenous people of Turtle Island (North America) as told by Aboriginal workers, who should also facilitate it.

This course was delivered to a class consisting of Aboriginal members from all regions in August 2014. It is expected that facilitators drawn from this group will deliver this course in their regions as a way to build solidarity with indigenous struggles.

This course has been recently adjusted and updated with new information related to Aboriginal people, their history, and territories.

CLAIMING OUR POWER (2.5 DAY) – 2009

Participants in this course develop a better understanding of women's status in society and in the union. They also work on their public speaking and analytical skills. As well, the sisters learn more about CUPW and the different roles we can play as activists.

THE FOUR WEEK RESIDENTIAL UNION EDUCATION PROGRAM (UEP)

The union's priority is the delivery of regional education but there is also support for the four week residential program (UEP). Over the years, decisions were made to ensure that regional programs could continue to be offered at the same level, and at the same time allow the UEP to continue.

One measure was the reduction of the frequency of the UEP program from twice a year to once, from 80 participants a year to 41. Eventually it was decided to offer the program every year and a half, then, during the 2008-2011 mandate, every other year.

During this mandate, the four weeks of each UEP session were scheduled in two different fiscal years, to spread out the expense. The number of participants allotted per region had been based on a formula adopted at the 1993 convention. In 2012 these entitlements were adjusted to reflect the addition of the RSMC membership and changes to the size of the regions. The number of participants per session was increased to 50.

LABOUR COLLEGE

During this mandate, the four week CLC Labour College residential program was completed by these CUPW members:

- ❖ Sister Shobna Radons, Regina Local
- ❖ Brother Dustin Parnell, Oshawa Local
- ❖ Sister Jude McHugh, London Local

They received Joe Davidson Scholarship funding per Article 11.04 of the constitution.

The CLC is currently re-working their residential program.

In Quebec, CUPW participates in le Collège FTQ-Fonds, a residential program similar to Labour College. Marc Roussel of the Outaouais-Québécois Local attended the program in May 2014.

OTHER WORK OF THE EDUCATION DEPARTMENT DURING THIS MANDATE

NEW HARASSMENT POLICY

Resolutions adopted at the 2011 convention included a revised harassment policy. The new policy was sent to the regions and locals with a reminder that it should be read at all union functions. The revised policy is inserted in all new courses and existing courses as they are revised.

TRACKING COURSE PARTICIPATION

As per Article 4.67, a means of tracking member participation in union education was implemented, utilizing the union's national database.

Courses have been categorized by subject and assigned numbers (codes).

When a member attends a local or national course, COPE staff enter the course code, duration (number of hours or days) and the course dates in the member's electronic file.

DISABILITY GUIDE FOR LOCALS

The Disability Guide was developed by the education department using information provided by the union's experts in this field. The guide provides shop stewards and local officers with a summary of the STDP (Short Term Disability Program), the LTDP (Long Term Disability Program) and the EDP (Extended Disability Plan). It outlines how to assist members with their initial claims and appeals, explaining what to do (and not do) to increase the chances of successful outcomes. The guide was sent to the regions at the end of 2014. A revised version is due to be completed in early 2015.

EDUCATION IN HIGH SCHOOLS

At the 2011 national convention, this sentence was added to policy B-12, Labour Education:

“CUPW will actively try to promote awareness about Trade Unions and Labour History through creating and then participating in workshops and lectures at High Schools, Colleges and Universities and we actively get involved in our Communities to build Alliances.”

During this mandate, one of the national union representatives (education) co-facilitated union awareness sessions at Ottawa area high schools, reaching a total of 300 students.

ON-LINE LEARNING

The composite education resolution adopted at the 2008 convention mandated CUPW to look into the feasibility of on-line learning.

Work on this file began during the 2008-2011 mandate. CUPW undertook an internship with Matthew MacDonald, an MSC studying e-learning as part of an MA program at McGill University in Montreal.

This involvement gave the education department brief exposure to the possibilities of on-line learning,

In one project, key labour and CUPW history dates and were put on a timeline created using a free program called Dipity. The dates were linked to photos, videos, URLs and articles. More dates and data could easily be added.

The second project was a demonstration of an on-line learning space using Adobe Connect Meeting software. Participants included REOOs.

As well, the 2nd Vice-President, a National Union Representative (education) and other labour educators participated in a three-session exchange on e-learning hosted by the Centre for the Study of Education and Work (CSEW) in Toronto.

During this mandate, the union successfully used one form of e-learning, the Webinar – “a presentation, lecture, workshop or seminar that is transmitted over the Web using video conferencing software”. In this case, several sessions of in-house training on the STDP were delivered to participants in CUPW national and regional offices via video-conference.

FEASIBILITY OF ON-LINE LEARNING IN CUPW

Many questions would need to be answered to determine the feasibility of on-line learning in CUPW.

First, we would want to talk to other unions and labour organizations that offer e-learning, asking questions such as these:

- What courses do you offer?
- What worked/didn't work?
- Who participates?
- Who works on e-learning – In-house? Outside?
- What costs such as software, course development, IT expertise etc. were incurred to set it up?
- What are the ongoing costs?
- Were there savings?
- What worked best? What has worked less well?
- What would you do differently if you were embarking on e-learning now?

QUESTIONS LIKE THESE WOULD FOLLOW:

- Is CUPW's goal to provide additional learning options to members who already attend educationals, or to create courses that would replace existing ones?
- Can we find out who is interested in learning on-line? Will it be activists or less active members who don't normally attend union courses?
- Could we build on existing union-member digital interaction such as social media in designing a program? Rather than using courses in binders as a starting point, could we look to the on-line world for different ways to engage and educate members?
- What resources would we need? (e.g., IT, course development, on-line administration facilitation.)
- What type of computer and Internet connection would participants need to have?
- How would we meet the challenges created by the diverse locations of CUPW members, two languages, and the different time zones?
- Once there is a plan, what type of testing and evaluation would be appropriate?

CLC digital education specialist David Robbins says unions don't need to rush to create an elaborate (and costly) e-learning platform. The purpose and goals of an organization's program will determine the options. His advice: "For standardized courses and programs and training, a LMS (learning management software) might be the only real option." But in other, cases "a simple website sharing educational materials and a chat room might suffice. Depending on your organizational culture, you might not need an elaborate configuration. You might just need a website to house your program's reading and viewing content, a chat room to connect your people, and social media sites to share with and welcome newcomers."

CHILD CARE

Following our 2011 Convention, Sister Cindi Foreman, 2nd National Vice-President took over the responsibilities for the union's work on child care. This mandate was a busy one launching some important initiatives to support our members' child care and work life balance. The projects are financed through the Child Care Fund (Appendix L of the Urban Postal Operations Collective Agreement) and for RSMC members under (Appendix J of the RSMC Collective Agreement). The union also coordinates the UPCE-PSAC project. Regular reports were provided to the National Women's Committee.

REVIEW OF CHILD CARE FUND PROJECTS

We currently have nine child care projects in the following locals: Winnipeg; Windsor/Amherstburg; Saguenay Lac St-Jean; Calgary, Fredericton, St. John's and Red Deer (Rocky Mountain House) and our nationally-based Special Needs and Moving On projects. The Quebec School-Age Association (L'ASGEMSQ – l'Association des services de garde en milieu scolaire du Québec provides support for our Quebec and Montreal regions.

Most of the projects have been in place for long time. Of particular note is the leadership that postal workers have demonstrated in assuring these projects continue to be successful. At both Community Connections in Rocky Mountain House and at Family and Child Care Connection in St. John's, postal workers stepped into leadership positions as Chairs of Boards of Director. Local leadership continues to promote and work with the individual programs.

THE UNION'S WORK ON CHILDREN WITH SPECIAL NEEDS: SPECIAL NEEDS AND MOVING ON PROJECT

These projects help postal workers by providing one-on-one advice, resources and information, funding for specific supports, and educational tools to raise worker's understanding of the issues. As far as we know, we are unique in providing this kind of support to parents who face even more difficult personal and financial stresses than most others balancing work and family responsibilities. The Special Needs Project for children was put in place in 1996, followed in 2005 by the Moving On Project for adult daughters and sons. Since they began, the projects have provided support to 1,475 members with 1,800 children, respectively. This year we published our 30th issue of Member to Member Connection, a newsletter that connects parents using the projects together.

Currently there are 404 participating urban members (288 Special Needs and 116 Moving On) with 475 children (356 Special Needs and 119 Moving On). These members are from 73 locals and 8 regions. The project has continued to grow for RSMC's with 54 participating RSMC members (41 Special Needs and 13 Moving On) with 63 children (49 Special Needs and 14 Moving On). These members represent 34 locals and 8 regions.

In Spring 2013, CUPW mailed out a specially designed brochure to the homes' of every member. We continue to actively promote these projects to our locals and our members. In addition, CUPW provided a briefing note to the CPC EAP provider to inform them of the program in case members are not aware of the available supports. Promotion must continue to be a key activity since the number of members is decreasing due to retirements and people leaving their employment at CPC.

Other highlights of the Special Needs and Moving On projects include:

- A presentation and paper at the International CRIMT conference (October 2012):
Union Futures: innovation, transformations and strategies- innovative project: integrating and promoting the participation of parents of children with special needs. We used this opportunity to develop a paper to document the history and impact of our Special Needs and Moving On projects on our members and in our union.
- *Inclusion of young children with disabilities in regulated child care in Canada*, is a report providing a "snapshot" or inventory of the state of regulated child care for children with disabilities in Canada. It was completed by the Childcare Resource and Research Unit.
- We are currently working on a new comprehensive resource guide for parents who have a child with special needs in the education system. It will provide provincial and territorial information in a usable format on topics such as in individual education plans, transportation, transitions planning, suspension and discipline and parents rights.

- In June 2012 our Child Care Coordinator participated in a panel at a large US Work and Family Research Network's (WFRN) symposium, *Parents of Children with Special Needs in the Workplace: New Knowledge, New Strategies*. Two years later we again made links with international researchers and practitioners in areas of work, parenting and having a child with disability. CUPW is now an active participant in the WFRN Disability Working Group. This has been an important opportunity to network internationally with others on work life balance, disability and child care issues and broaden the awareness of our work.

OTHER NATIONAL PROJECTS

Over the last three years much of our work has been on initiating national projects that will benefit all members who have children. The following describes this work:

NEW WEBSITE: FINDING QUALITY CHILD CARE

In Fall 2013, the Childcare Resource and Research Unit (CRRU) and CUPW launched a new website and video. It was the culmination of a year of work. This bilingual website is the first of its kind in Canada. **Findingqualitychildcare.ca** is a great new resource for parents looking for quality child care that's affordable and meets the needs of their families. Parents can find out about child care options in each province and territory, how to recognize quality and why it's important, and how they can improve their chances of accessing high quality child care. It includes a 20 minute video showing high quality centre environments (in EN, FR, ASL and QSL), a list of "dos and don'ts", a checklist to use when looking at child care settings, as well as detailed information about regulations, tools and other key information in each province/territory.

NON-STANDARD HOURS CHILD CARE PROJECT

The lack of child care for postal worker parents working non-standard hours continues to be a major barrier and challenge to employment and work/life balance. The fund supported a project to consolidate and develop information about nonstandard hours child care to support the future work of the union and its members.

A comprehensive “state of child care for families working non-standard hours” report has been completed. It documents relevant government policy; analyzes what “works” and doesn’t work; provides Canadian case studies and international examples of responses to this issue; and discusses the implications of the landmark Fiona Johnstone case for nonstandard hours workers generally. The report, which will be a publicly available public education document, also provides useful information for the *Finding Quality Child Care* parent information website; makes recommendations for CUPW’s future child care work; and develops several “tools” for union reps to use to inform the membership about nonstandard hours child care.

RURAL CHILD CARE PROJECT

Affordable child care is difficult to access for postal work families across Canada but even scarcer in rural communities. The market model of child care provision – mostly financed by parent fees and provided by private non-profit or for-profit services - is particularly problematic in areas with low population density. There is no up-to-date comprehensive information to inform parents looking for child care, or those trying to develop services and policy to improve the situation. This became very apparent when the union started up our program in Rocky Mountain House Alberta.

Recognizing this, using Appendix J the Child Care Resource and Research unit developed a comprehensive report about rural child care to support the future work of the union and its members. It includes analysis of the state of rural, remote and northern child care across Canada; provincial/territorial policy and initiatives that contribute (or don’t) to the success (or failure) of rural child care; Canadian case studies and international examples illustrating what “works” and what doesn’t. The report will be accessible and publicly available. It will provide specific information for the *Finding Quality Child Care* parent website and a “kit” including fact sheets for union reps and members to help make the case for public (municipal) child care in rural communities, how to support the development of more child care services in rural communities and sample communication tools for the union.

IMPACT OF POSTAL TRANSFORMATION (PT) ON WORK LIFE BALANCE

From September 2013 - September 2014, CUPW engaged a third party researcher, Jane Beach and Associates, to conduct a study to identify, document and analyze impacts arising from the introduction of Postal Transformation (PT). The study included a literature review on work-family balance, 16 focus groups, and a survey of members in five Locals: St. John's, Montreal, Scarborough, Winnipeg and Edmonton. Online and paper versions of the survey were made available to all participating Locals. Members participating in the union's Special Needs project in all parts of the country where PT has been implemented were also surveyed via telephone.

The consult team has completed the report and in early February a copy was sent to every local union with a summary document, full study results and recommendations for the union. It is also posted on our website. The union also relayed the results in Perspective and the Rose. More work will now be done to look at the recommendation and find solutions.

SPREADING THE WORD AND ADDRESS THE LARGER CHILD CARE ISSUE

Child care continues to be a critical issue for workers to be able to go to work and feel confident that their children are thriving and well cared for. There is an undeniable crisis in Canada today with only 23% children able to access a regulated space. Affordability often means that regulated care is out of reach for many postal workers. During this mandate, CUPW has actively engaged with other unions and community organizations in the Let's Rethink Child Care campaign. We are connecting our members in small groups around "kitchen table conversations" to share their own child care stories. This work has facilitated discussions with members about what the union is doing with the Child Care Fund. It has allowed us to promote our work, while at the same time talking about the limitations Canada and Quebec face without Federal leadership, implementation of a national child care strategy, a policy framework, sustainable funding and work in conjunction with the Provinces, Territories and Indigenous communities.

During this mandate we have had kitchen table discussions and presentations on our Fund to the UEP in Port Elgin; the National Women's and Human Rights Committees; the Regional Education session plenaries in the Atlantic, Prairie, and Pacific; Edmonton Local Women's Committee; a Calgary Steward session; the Ontario Region's Women's Conference; and a jointly sponsored Alberta Federation of Labour and CUPW Women's conference.

CHILDCARE2020: A NATIONAL POLICY CONFERENCE

In November 2014, the fourth National child care policy conference sponsored by three National child care organizations was held in Winnipeg. A culmination of two years in planning, the conference was a huge success with close to 675 people attending. Labour played a huge role. CUPW contributed in-kind and financial support and had a delegation of six postal workers. Participants examined the state of child care in Canada. There was an opportunity to explore what a national system would look like and share ideas about how to move forward. Mini-plenaries included speakers and debates on issues such as: who is responsible for child care; who pays for child care now and how should it be paid for in the future; the current economic and social research; how a universal child care system be fully inclusive; how the child care needs of Indigenous and rural communities could be met.

INTO THE FUTURE

CUPW has been able to use the Child Care Fund to benefit postal workers. Over the past mandate, we have not been able to expand individual community-based programs due to the more precarious nature of the way monies flow into the Fund from Canada Post. In negotiations for the last Urban collective agreement, the Union pushed for a higher cap for the Fund and to have annual cost of living increases. No changes were made. CUPW can't adequately predict the annual amount the fund will receive from CPC profits, if any. This means that we have to carefully manage the funds within the imposed set limit or cap to maximize the full potential of our programs. Our inability to forecast means that we can't sustain new or additional community-based programs and have had to develop national one-time projects. In the RSMC bargaining, the Arbitration allowed for a Child Care Fund under a new Appendix J. This was a major success and has allowed the union to look at innovative work on rural child care. CUPW in our next mandate will explore additional ways to support our rural members and expand rural services.

The Union will use our website and community websites to improve the visibility and access of our projects. We will continue to lead on child care issues and to explore all avenues to support members in finding good quality child care. This will mean working closely with other unions, disability, and child care organizations for a national child care system that is inclusive of all children and family needs. CUPW will play its part.