

Vancouver Postal Worker

CUPW Vancouver Local 846

Spring Edition 2008



Employee engagement, arbitration news and more...

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2007 Seniority Review; lingering questions

In accordance with the 2007 collective agreement, a new seniority system has been put in place in CUPW locals throughout Canada. Under the new system, an employee's first date of hire will determine his or her seniority, providing that there was no break in service beyond nine and a half months.

Admail service is also included in the new seniority calculation, as well as Christmas service, providing that there has been no break in service exceeding the nine and a half month period following the end of the Christmas period.

In order to facilitate the implementation of the new seniority system, a steering committee was appointed to ensure a consistent application of the new rules throughout Canada. As part of that process, literally thousands of employee enquiries were reviewed on an individual case basis. The review was completed in early December 2007.

The new seniority rules became official as of December 7, 2007.

The revised seniority lists were posted on or about December 12, 2007.

Seniority date vs. Hire date

The revised seniority lists now contain two distinct dates, the "*Seniority*" date and the "*Hire Date*". The inclusion of the two separate dates has caused a certain degree of confusion in terms of vacation entitlements and bidding rights. However, each date has a specific purpose.

The "*Seniority*" date is to be used for bidding purposes. Transfers and promotions will be administered on the basis of an employee's "*Seniority*" date. Monthly assignment bids, restructure bidding, and vacation bidding will also be administered on the basis of the "*Seniority*" date.

The "*Hire Date*" is used strictly for benefits purposes only. For example, one's "*Hire Date*" determines one's vacation leave entitlement.

No Entitlement to Additional Vacation leave

One of the common questions being brought forward regarding the revised seniority system is whether a revised "*Seniority*" date has the effect of triggering an entitlement to additional vacation leave. Under Appendix MM of the collective agreement, the parties agreed that the revised seniority calculation would not have any impact on Employee Termination Benefit calculations or related changes, pensionable service calculations or eligibility, or annual leave calculations or entitlements.

Therefore, an employee's vacation entitlement will not change as a result of the revised seniority system. There is no entitlement to additional vacation leave. An employee's "*Seniority*" date will dictate the order in which he or she bids on his or her vacation leave, but there is no additional entitlement.

Random Number Tie-breaking Criteria

The revised seniority lists that were posted on or about December 12, 2007 identify a random number that has been assigned to each employee. These random numbers were first introduced in 2004, to be used as the tie-breaking criteria for employees sharing the same continuous service date.

Since Canada Post tends to hire employees in groups, particularly in larger locals, it is not an uncommon situation for employees to share the same start date. The random number had been intended to bring consistency to seniority rankings, as there were various "*hometown*" practices in place throughout the country.

The random number that was assigned to each employee remains in effect and will only be used for the purpose of ranking employees.

- Prior to the 2007 Seniority Review, the random number was used as the tie-breaking criteria in cases where one or more employee shared the same continuous service date.

Moya Greene speaks!

- Under the revised seniority system, the random number will still be used as the tie-breaking criteria in cases where one or more employee shares the same “*Seniority*” date.

The random number assigned to each employee is static and may not be altered. Nonetheless, it has been reported that some locals in Canada are experiencing difficulties with the revised seniority lists. Should any concerns arise regarding the new seniority lists, please do not hesitate to bring these matters to the attention of your shop steward or the Vancouver Local office.



Review Ongoing

Although the Group 1 shift bid and vacation bidding has come and gone, there are still some employees who have concerns with their revised seniority. To address these concerns, it is recommended that a written statement and any relevant documents be forwarded to the Vancouver Local office. Upon receipt, all documentation will be forwarded to the Seniority Review committee for review. The committee is being used sparingly now, as most concerns have been addressed but it is not too late; written enquires will still be reviewed.

For further information on the new system of seniority, please speak to your shop steward.

Ken Mooney

During her October 27, 2007 speech to the Empire Club in Toronto, Ontario, Canada Post CEO Moya Greene confirmed the following:

- Canada Post employees suffer 8,000 injuries per year;
- Canada Post employees have highest rate of modified duties in the country.

How serious is Canada Post about our health and safety?



East side relay box with bullet hole, presumably used as target practice!

The Postal Worker is published 4 times a year by CUPW, Vancouver Local, 1079 Richards Street, Vancouver BC V6B 3E4 Phone: 604-685-6581
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Canada Post releases 2008/2009 Letter Carrier Restructure Schedule



The new restructure schedule has just been released. Depot 74, Station K, and the Capilano Delivery Center (CDC) are on the immediate horizon and will be the first stations to be restructured.

South Vancouver Delivery Center (SVDC), South Burnaby and the Mountainview Delivery Center (MVDC) will be restructured in early 2009.

A five (5) day volume count will precede each of these restructures.

Please note that this schedule can be changed with very little notice.

Unit	Routes	Volume Count	Restructure	Implementation
Depot 74	105	June 16, 2008 (5 days)	July 7 - Sept. 5, 2008	January 19, 2009
Station K	30	June 23, 2008 (5 days)	July 14 - Sept. 5, 2008	January 19, 2009
CDC	136	Sept. 8, 2008 (5 days)	Sept. 29 - Dec. 5, 2008	March 16, 2009
SVDC	90	Feb. 9, 2009 (5 days)	March 9 - April 17, 2009	July 20, 2009
South Burnaby	42	Mar. 23, 2009 (5 days)	April 20 - June 5, 2009	August 17, 2009
MDC	70	May 11, 2009 (5 days)	June 8 - July 17, 2009	October 19, 2009

Local Website!

Check it out! <http://www.cupw-vancouver.org>
 Our new e-mail is pubcom@cupw-vancouver.org.

Appendix LL - Overtime on own route

Mandatory overtime, along with overburdening, has been an ongoing issue for Letter Carriers for years.

In a letter that became effective on September 30, 2003, CPC's Vice-President of Human Resources, Mary Traversy, committed to address ongoing overtime situations. In that letter, Ms. Traversy stated that supervisors would need to intervene to see what corrective actions can be taken "*to eliminate the problem with the route*". After the signing of the 2003 collective agreement, Ms. Traversy's commitment seemed to evaporate and a new wave of Letter Carrier restructures created an unprecedented number of overburdening situations.

The 2007 collective agreement contains language that requires management to make reasonable efforts to provide assistance when an employee has obligations preventing him or her from working overtime:

On occasion, family commitments, appointments and/or other legitimate personal needs which cannot be rescheduled, conflict with an employee's ability to work overtime on their own route. In these cases, local management will make reasonable efforts to have the work performed, on a voluntary basis, by other Letter Carriers in the installation.

The above does not apply to try and address overtime on days following a statutory holiday or normally mail periods such as Christmas, Mother's Day, and others.

Under the new language, it is not enough for a supervisor to automatically reject an employee's request for assistance, if he or she has a family commitment or appointment or other legitimate personal need. The collective agreement requires that a supervisor make a reasonable effort to offer the work to another Letter Carrier in the installation.

The 2007 collective agreement also features new language that was intended to assist Letter Carriers who find themselves in daily overtime situations. Under the new language of Appendix LL, an employee will be

entitled to daily assistance if he or she meets all of the following criteria:

- One (1) hour of overtime per day, at least three (3) days per week, over a period of twenty (20) working days (excluding December).

Subject to the above criteria, an employee will be entitled to daily assistance in an amount equal to the average number of overtime hours worked during the twenty (20) day qualifying period. The assistance will be made available after the coverage of unstaffed routes is first completed. The new language stipulates that the assistance will be offered within the installation, to relief Letter Carriers, unassigned Letter Carriers, part-time Letter Carriers, and temporary employees.

The type of assistance to be provided is not limited to delivery assistance and consideration may be given to providing inside assistance.

Under the new language, the assistance will continue until the overtime situation is resolved.

Employees seeking assistance under this language will not be entitled to be eligible to accept overtime under clause 17.04 and he or she will be recorded as having declined the opportunity on the equal opportunity list.

Notwithstanding, the language acknowledges that there may still be occasions when an affected employee will be required to work overtime. While that may be the case on some occasions, the new language was intended to provide relief to Letter Carriers having the misfortune to find themselves working overtime on their own route on an ongoing basis.

The form letter on the opposite page may be used to request assistance as per the terms set out in Appendix LL. For more information on Appendix LL, Please do not hesitate to speak to your shop steward or feel free alternately to contact any of the full-time officers in the Vancouver local union office.

Ken Mooney



Date: _____

Attention: _____

Station: _____

Re: Appendix LL - Overtime on own route

As you are aware, the collective agreement provides for relief in ongoing overtime situations, subject to the following criteria:

Where the workload on an employee's route requires the employee to work more than one (1) hour of overtime per day, on at least three (3) days per week, over a period of twenty (20) working days (excluding December), the employee shall have the option to receive assistance. Assistance, equal to the average overtime hours worked during the twenty (20) day period above, will be provided, but only after having completed the staffing of uncovered routes.

The new language further prescribes that assistance shall be provided until the problem giving rise to the overtime is resolved:

Consideration shall first be given to providing assistance on the delivery portion of the assignment. If appropriate, consideration may be given to providing inside assistance. The assistance shall continue until the overtime situation is resolved.

Please be advised by way of this correspondence that I wish to invoke my option to receive assistance.

Sincerely,

Name

Route

cc. CUPW Vancouver

Employee engagement, Canada Post style!



Many CUPW members will at some point in their tenure at Canada Post experience the phenomenon of employee engagement. Under the terms of the collective agreement, Canada Post may engage its employees with respect to any disciplinary and/or attendance-related issue upon presentation of a personalized interview notice.

Employees are frequently engaged following their return from sick leave. As dictated by Canada Post's CEO Moya Greene, one of the Corporation's mandates is to reduce the rate of absenteeism. In order to achieve that mandate, line supervisors are frequently directed by their superintendents and managers to interview employees who have had the misfortune of becoming ill.

During such interviews, Canada Post supervisors (reading from a script) engage employees with a "*one-size-fits-all*" approach, calling employees on to the carpet to discuss the impact of their absences. During these meetings, supervisors (reading from a script) are instructed to emphasize the adverse effects of an employee's absences, in terms of the additional burden placed on co-workers and on the Corporation's ability to provide timely service to its customers and thereby fulfil its obligations to the stakeholder and so forth. Canada Post supervisors (reading from a script) also offer employees the option of availing themselves of the Employee Assistance Program (EAP). All this, for employees who may only have suffered a bout with the flu!

Canada Post also frequently engages employees for a wide range of performance issues, which are generally if not always related to some degree of human error. Employees have been interviewed for missorting mail; mishandling mail; misdelivering mail; failing to collect mail; failing to deliver mail; delaying mail; reporting injuries; failing to report injuries; failing to complete documentation relating to injuries; wearing improper shirts, slacks, hats and footwear; failing to secure keys; losing keys; being absent without authorization; engaging in perceived acts of insubordination; working overtime; failing to work overtime; recording overtime; extending coffee breaks; failing to take coffee breaks; sleeping on the job; sleeping in; failing to provide medical documentation; being involved in motor vehicle accidents; failing to report motor vehicle accidents; and the most heinous employment offence of all - illicit bathroom visits!

At Canada Post, there really are no boundaries to the type of issues that could possibly result in one's engagement. Unfortunately, an employee can be disciplined after being engaged by his or her supervisor.

In such an environment, it is important that employees and shop stewards become familiar with their rights.

The parties to this collective agreement negotiated language that would provide employees with certain fundamental rights when summoned for interviews. The language of the collective agreement pertaining to interviews has remained unchanged for many years and continues to apply today.

Article 10.04 (a) requires Canada Post to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature and/or related to his or her attendance, and to indicate:

- (i) his or her right to be accompanied by a Union representative as specified in clause 10.06;
- (ii) the purpose of the meeting, including whether it involves the employee's personal file;

(iii) that if the employee's personal file is to be considered during the interview, the employee and/or his or her Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 10.03.

Clause 10.04 (b) states that the employee has the right to refuse to participate or continue to participate in such interview unless he or she has received the notice hereinafter provided for.

Clause 10.04 (c) states that if the employee fails to appear at the interview and does not explain his or her inability to do so, the Corporation shall proceed unilaterally.

With few exceptions, the interpretation of clause 10.04 has remained the same for many years. While the Corporation may compel its employees to attend interviews, it must also comply with the process set out by Article 10.04. Employees have the right to refuse to participate in an interview if Canada Post fails to meet its obligations under that clause.

How powerful is the language of clause 10.04?

For years, arbitrators have recognized the mandatory rights set out in clause 10.04:

In my view, the provisions of clause 10.04, particularly when read with Article 10.06, lead to the conclusion that if the Employer invokes the disciplinary process, the Employer is required to pursue it to the end in order to take disciplinary action. If that were not the result, the rights in section 10.04(b) and clause 10.06 would be illusory, despite the decisions of arbitrators to the effect that they are mandatory¹.

Once invoked, the Corporation must comply with the process set out by clause 10.04 or a disciplinary sanction may be found to be null and void:

Without therefore, resolving the further question of whether the Corporation must invoke the

disciplinary process in every case, I am of the view that the collective agreement clearly requires that the process, once invoked, must be pursued in accordance with its terms. The only effective sanction for a failure to do so is that any disciplinary action taken by circumventing the interview process is a nullity².

What is the effect of a breach of Article 10.04?

Over the years, our arbitrators have ruled on a myriad of issues arising from breaches of Article 10.04.

In *Pearce*, an employee was issued a fifteen (15) day suspension for falling asleep while on the job. Although he was provided a notice of interview, he did not receive 24 hours' notice of an interview in accordance with article 10.04(a). On that basis, the grievor stood on his rights and declined to attend the interview. In response, Canada Post proceeded unilaterally and imposed the suspension. At arbitration, Arbitrator Pamela Picher found that the breach of the mandatory requirement of 24 hours' notice was such that the suspension was to be rendered null and void.

In *Hendrickx*, Arbitrator Norman ruled on concurrent breaches of Article 10.04(a) and 10.04(c). In that case, Canada Post originally provided the Grievor with 24 hours' notice of an interview but the Grievor was absent on the day of his scheduled interview because of illness. Upon his return to work, Canada Post insisted upon holding an interview without reissuing a new 24 hours' notice of an interview. Further, there were no shop stewards available to attend the interview at the time proposed by Canada Post. As a result, the Grievor and his shop steward advised that they would be unable to participate in the interview. In response, Canada Post chose to proceed unilaterally. In reviewing the facts, Arbitrator Norman rejected the Corporation's approach and ruled that the Corporation's sanctions were null and void.

In *Gibson*, an employee was provided with 24 hours' notice of a disciplinary interview, but the interview was scheduled on his rest day. As a result, the Grievor did not attend the interview. In his absence, Canada Post

¹ *Levy* (Swan) December 23, 1998 p.13

² *Levy* p. 14

chose to proceed unilaterally and imposed his discharge. In reviewing the facts surrounding the interview, Arbitrator Swan found that the Corporation could not proceed unilaterally in such circumstances and ruled that the discharge be rendered null and void.



In *Levy*, an employee was provided with 24 hours' notice of a disciplinary interview, but was subsequently unable to attend the interview because of illness. Canada Post chose to proceed unilaterally, and discharged the Grievor from her employment. In reviewing this matter,

Arbitrator Swan ruled that the discharge was null and void. The arbitrator reiterated that once invoked, the Corporation could not abandon the interview process, particularly in the case of an employee whose illness precludes him or her from attending the interview.

In *Bierman*, an employee was provided with 24 hours' notice of an interview for the purpose of discussing an alleged delay of mail, but was unable to secure union representation to assist her at her interview. The grievor advised her supervisor that she had the right to Union representation and that she did not want to be alone at her interview. She declined to participate on that basis, and suggested that the interview be rescheduled to a time when a Union representative could be made available. Canada Post refused to reschedule the interview and proceeded unilaterally. As a result, the Grievor was discharged from her employment. At arbitration, Arbitrator Stanley held that the denial of union representation had the effect of rendering the discharge null and void.

In *Graham*, an employee who had been issued 24 hours' notice of an interview attended the scheduled interview at the designated time and place with her Union representative. During the interview, the Grievor elected to speak through her Union representative. The supervisor conducting the interview indicated that he would proceed unilaterally if the Grievor insisted on speaking through her Union representative. The Grievor advised that she was more comfortable speaking through her Union representative, prompting her supervisor to

abruptly halt the interview and proceed unilaterally. As a result, the Grievor was discharged from her employment. In assessing the facts surrounding the interview, Arbitrator Saltman found that the denial of the Grievor's representational rights were such that the discharge was found null and void.

In *Bergeron*, the Union raised two preliminary objections at arbitration with respect to a grievance that was filed after the Grievor received a suspension for his alleged insubordination to his supervisor. The Grievor declined to attend his disciplinary interview on the grounds that he had not been given access to his personal file in accordance with article 10.04(a)(iii) and was not given 24 hours' notice of the interview in accordance with article 10.04(a). The Corporation chose to proceed unilaterally rather than reschedule the meeting. While the arbitrator found that the Grievor did in fact have sufficient time to review his personal file prior to his interview, it was held that the lack of 24 hours' notice was fatal to the imposition of discipline.

In *Solidum*, the Grievor was discharged after being ambushed at a disciplinary interview. At arbitration, the Union raised a preliminary objection to the effect that the Corporation had violated Article 10.04(a)(ii) by deliberately ambushing the Grievor and her shop steward by misleading them as to the purpose of an interview. In response, the Corporation claimed that the Grievor and her shop steward had waived her rights. In reinstating the Grievor, Arbitrator Blasina found that the Corporation did not have "clean hands":

At the arbitration hearing, the Union accused the Corporation of "ambush". Bearing in mind the patently misleading 24 Hour Notices of Interview, associated with the contemporaneous intent to utilize the interview process to pursue an investigation of suspected disciplinable conduct of a most serious nature, the Corporation cannot be said to have come to the meeting innocently, as it did for example in the *Light* case, supra. The Corporation did not have "clean hands"³.

While arbitrators have recognized the mandatory rights set out in Clause 10.04, some arbitrators have ruled that these rights may be waived. In *Bond*, the grievor

³ *Solidum* (Blasina) August 16, 2001 para. 47

received less than 24 hours' notice of an interview but nonetheless chose to attend and participate in the interview with her shop steward. Following her interview, she was suspended. At arbitration, a preliminary objection was raised with respect to the lack of proper notice. In reviewing the circumstances of the interview, Arbitrator Outhouse noted that the Grievor and her steward fully participated in the interview in the face of the lack of proper notice. In light of their participation, the arbitrator dismissed the preliminary objection after finding that the actions of the Grievor and her shop steward constituted waiver.



VPDC MSC Grievance Settlement - \$6,500.00

In summary, Canada Post may engage its employees for a seemingly infinite range of issues by issuing an interview notice for that purpose. However, article 10.04 provides employees with certain mandatory rights. These rights are designed to ensure that an employee will have the full opportunity to prepare a defense to any allegations that may be brought forward by Canada Post.

If summoned to an interview, an employee must be given written notice no less than 24 hours prior to the designated time of the meeting. An employee is entitled to union representation at the interview and if an employee's personal file is to be involved, he or she has the right to request and review the personal file with his or her shop steward prior to the interview.

Canada Post must properly state the purpose of the interview with sufficient specificity so that an employee will be in an informed position when responding to the allegations identified on the interview notice. Only those items so specified may be discussed during an interview. Should Canada Post wish to pursue items that were not set out on the interview notice, it may do so by issuing a separate interview notice.

Should Canada Post fail to comply with its obligations pursuant to article 10.04, employees have a right to disengage and not participate in the interview. Should Canada Post choose to proceed under those circumstances, any ensuing discipline may well be rendered null and void at arbitration.

Ken Mooney

On November 13, 2007, a local grievance was filed on behalf of a group of Mail Service Couriers at the Vancouver Parcel Distribution Center after it was discovered that Canada Post was improperly using temporary employees as cheap labour, rather than offering extended hours and overtime to regular employees.

The collective agreement allows for the use of temporary employees in the Group 2 classification, subject to the language that was negotiated between the parties. The language of Article 17 allows temporary employees to cover long-term absences but only if the absence remains uncovered after first being offered to regular employees. Temporary employees may not be called in to work simply to offset the cost of extended hours and overtime.

The grievance was settled on January 10, 2008. Under the terms of the settlement, Canada Post agreed to compensate the affected employees for a total \$6,500.00.

In the interest of equity, it was decided to split the settlement equally among all full-time and part-time MSCs who were on strength at the time of the grievance.

As a result, each affected employee received \$82.27, enough to underwrite the cost of a modest dinner for two.

Bon appetit!

Arbitration - VMPP fire grievances resolved



Three grievances that were filed following the February 1, 2006 fire fiasco at the Vancouver Mail Processing Plant (VMPP) have now been resolved by arbitration.

The facts surrounding the grievances are disturbing by Canadian industrial standards. On February 1, 2006, a fire broke out on the third floor of the VMPP in an area that was under renovation, shortly after a group of contractors had left the work area. The fire broke out directly because a sub-contractor failed to follow safe work practices when engaging in welding activities.

After becoming aware of the fire, VMPP supervisors attempted to extinguish the fire themselves rather than follow the Corporation's Emergency Fire Orders (posted on bulletin boards throughout the VMPP) which state, "If you discover a fire or smell smoke, operate the nearest manual fire alarm station and warn persons nearby".

While the supervisory staff tried their hand at firefighting, employees on the first, second, fourth and fifth floors were not informed that a fire had broken out. Thus, employees were allowed to continue working at a time when a fire was in progress. Deaf and hard of hearing employees were similarly left in the dark.

The building was only evacuated after a concerned CUPW shop steward activated the fire alarm.

Canada Post's handling of the incident is a primer on disorganization, chaos, and poor judgment.

At arbitration, the Union alleged that Canada Post violated numerous provisions of the Collective Agreement and the *Canada Labour Code*, as follows:

1) By failing to comply with Emergency Fire Orders, Canada Post supervisors exposed employees to an increased risk of potential injury. By failing to activate the fire alarm, as prescribed by the Emergency Fire Orders, Canada Post violated Article 33.02 of the collective agreement in that it failed to

take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees. Similarly, Canada Post violated Section 126 (1) (b) of the Code by failing to follow Emergency Fire Orders, thus increasing the risk of potential injury.

- 2) Canada Post violated Article 33.02 (a) (ii) of the collective agreement by failing to inform its employees and their Union representative of a situation that had the potential to endanger their health or safety, as soon as it learned of the said situation. Employees on the second, fourth and fifth floors were unaware that there was a fire in progress and continued working because Canada Post (i) failed to activate the fire alarm and (ii) failed to otherwise inform employees of the fire. Moreover, Canada Post failed to notify or inform deaf and hard of hearing employees that a fire had broken out on the third floor.
- 3) Canada Post violated Article 33.02 (a) (i) by failing to provide and maintain workplaces, work methods, and tools that are safe and without risk to employees. On the date in question, Canada Post did not ensure that its subcontractors followed safe work practices. The fire was directly attributable to an unsafe work practice, thus employees were exposed to an increased risk of potential injury. Canada Post failed to take the necessary measures to ensure that employees would not be exposed to unsafe work practices and methods.
- 4) Canada Post violated Article 33.16 of the collective agreement because it failed to comply with Section 125 (1) (y) of the Code; Canada Post failed to take steps to ensure, prior to the commencement of the third floor welding activities, that the activities of the subcontractors would not endanger the health and safety of its employees. There is no evidence that Canada Post made any reasonable efforts to ensure that the subcontractors would follow safe work practices.
- 5) Canada Post violated Article 33.16 of the collective agreement because it failed to comply with Section 125 (1) (z03) of the Code. Canada Post failed to

develop, implement, and monitor in consultation with the Health & Safety committee a prescribed program for the prevention of hazards in the work place appropriate to its size and the nature of the hazards in it. By failing to ensure that a Hazard Prevention Program was in place prior to the commencement of welding activities, Canada Post failed to put into place any prescribed program for the prevention of hazards of the specific nature identified in both the *Hazardous Occurrence Investigation Report* and the HRSDC Report.

- 6) Canada Post violated Article 33.16 of the collective agreement because it failed to comply with Section 125 (1) (z) of the Code; Canada Post failed to ensure that its supervisors were sufficiently trained in health and safety and informed of their responsibilities. At least other four post office supervisors were on the third floor at the time that supervisors were operating a fire extinguisher. None of these individuals complied with their training and responsibilities in terms of following the established procedures prescribed in the *Emergency Fire Orders*.

Following its review of the facts of this case, the Employer conceded the following:

- safe work procedures for welding and cutting were not being followed which resulted in the ignition of some combustible material;
- fire emergency procedures as described in the building emergency fire orders were not followed which had the potential for occupant injury;
- the employer is obligated to ensure that all persons granted access to the premises are aware of applicable safety procedures and requirements;
- the employer knew or ought to have known of the Code requirements and internal emergency fire order procedures; and
- the lack of proper conduct in this situation constituted a violation of the Code as well as the Collective Agreement.

In her March 7, 2008 award, Arbitrator Judi Korbin made an additional observation: “*With the Employer’s concession, the parties agree this matter has been satisfactorily resolved. Further, I am persuaded the poor*

decisions made regarding alarm activation and evacuation were not due to intentional negligence on the part of any individual”.

Health and safety continues to be among the Union’s top priorities. Canada Post’s handling of the February 1, 2006 fire incident remains an embarrassment and raises certain questions. What, if anything, did Canada Post learn from this incident?

For those seeking more detailed information on this incident, the full text of this award has been posted on the CUPW Vancouver website at www.cupw-vancouver.org

Ken Mooney

EMERGENCY FIRE ORDERS

1. If you discover a fire, see or smell smoke:
 - Operate the nearest manual fire alarm station and warn persons nearby.
 - Walk smartly to the nearest exit and out of the building.
 - **Do not** use the escalators or elevators!
 - Once outside, proceed to assembly* area.
 - Do not jaywalk.
2. Fight the fire using extinguishers **only** if the fire is small **and not** between you and an exit.
3. If you hear the fire alarm in your area:
 - Walk smartly to the nearest exit and out of the building.
 - **Do not** use the escalators or elevators!
 - Once outside, proceed to assembly* area.
4. Once outside:
 - Keep the exit area clear to allow others out and emergency vehicles free access.
 - Be aware of traffic on the street.
5. All mobility impaired persons shall be assisted by Monitors.
6. All personnel must obey the instructions of the Floor Wardens.
7. Floor Wardens will be the last people to leave the floor.
8. All Wardens will report to the Chief Building Emergency Officer.
9. Upon arrival, the Senior Officer of the Fire Department will be in charge and will be the authority to re-enter the building.

* assembly areas are: Q.E. Plaza
BoM Plaza

Canada Post impedes Union in its attempt to investigate overburdening situation at Depot 74

As part of our commitment to a safe workplace and to make significant inroads in reducing the amount of accidents, we will be looking to discuss the root causes of these incidents and to find means to significantly reduce their occurrence – Canada Post CEO Moya Greene (October 23, 2006)

In a recent decision, Arbitrator Joan Gordon ruled that Canada Post impeded and hindered the Union in its attempts to investigate an overburdening situation at Depot 74.



On December 22, 2006, the Union was in the process of investigating an ongoing overburdening situation at Depot 74. To that end, the Union specifically requested access to data

relating to householder receipts at Depot 74 for the period of November 1, 2006 to December 28, 2006. The Union sought copies of delivery controls slips, 7P labels, or a facsimile of those documents. The Union was specifically concerned with the total weight being carried by Letter Carriers.

During volume counts, Canada Post does not include the weight of householder mailings when assessing individual routes. At Depot 74, the weight of letters and flats can be a fraction of the total weight of mail sent out for delivery each day. In a station that can receive a half million pieces of householder mail on a single day, the weight of householder mail is a very serious consideration in terms of a health and safety perspective.

Canada Post refused to provide the requested documentation, ostensibly because of its “*privacy concerns*”. When it was pointed out that Canada Post distributes the identical information to members of the CUPW bargaining unit, Canada Post steadfastly insisted

that the representatives of the bargaining unit would not be given access to the same information.

Evidently, Canada Post did not want the Union to be in an informed position when addressing its concerns regarding overburdening.

At arbitration, former Depot 74 superintendent Dave Nelson testified that he had consulted with the Labour Relations department and had been given direction to refuse access to 7P labels.

In assessing the Corporation’s position, Arbitrator Joan Gordon made the following observation:

The Corporation’s concerns about confidentiality should have prompted management to propose an alternative such as that [the Union] put forward during the June 2007 Joint National Team meeting at Depot 74; it should not have resulted in inaction by the Corporation.

In reaching her decision, the Arbitrator found that Canada Post hindered and imposed the Union in its pending investigation into overburdening at Depot 74:

The Corporation failed to discharge its responsibility to either respond to the Union’s request, or clarify the requested information with the knowledgeable superintendent and then propose a reasonable alternative in a timely manner. I find the Corporation’s conduct hindered and impeded the Union’s grievance investigation and preparation.

This decision stands in stark contrast to the Corporation’s Operating Principles, which purport to value the importance of the Corporation’s relationship with the Union.

Ken Mooney

The Retirees' Committee

I worked at the post office for twenty-seven long and sometimes very difficult years. At times I don't know how I survived it or what kept me going back day after day, but I did. I survived. And survived not too badly. Many of you reading this will work there as long or even longer and know of the issues I'm talking about, the regimentation of the work day, the often tedious nature of the work, the seemingly endless confrontations with management, demands to be negotiated, rights to be fought for and won, contracts to be settled and signed every three or four years. But then one morning.....

Oh, then one morning dawns, the day you've been preparing for all your working life, this thing called retirement. It comes and quite suddenly, and then what? What happens? Well, I think we all make the adjustment in our own way, but I found the change not as easy I'd planned or hoped for. I felt cast adrift, lost in the freedom away from work as I tried to re-arrange my life, step ahead into the future. I didn't want to think of the post office any more, couldn't look at the plaque I'd been given by management, the retirement gifts and card I'd been given by my co-workers, the photograph albums of everyone in the plant. They got lost, disappeared, were buried under piles of paper, as I tried to put aside the memories good and bad of my long years of service. Suddenly I had eight hours day and, though I'd planned projects to fill in my time, I still felt listless, terribly useless at times. Each day I drove my wife in to work downtown and each day I brought her home, so that each working day I passed by the post office twice, every time averting my eyes, hoping never to see any of the people I knew or had worked with. It was a conundrum I couldn't quite fathom. So strange to me. I had no desire to have anything to do with the post office again, for I had served my time. I had made it. I was free. But still...

But still..... I couldn't quite leave the place, forget about it, put aside all the work I had done, the people I had met, the issues I had dealt with, the battles won and lost. It was me. My own life. A big part of my life. And I couldn't forget. I just couldn't let go. It was me. I was a postal worker, still a postal worker, and proud of it,

proud of all I had done in that place, though there were issues, confrontations I had managed very badly, some terrible things said and done, things that I felt badly, so damned badly about. Even now. So damned badly. But then..... With the bad came good memories, many truly happy moments, good fun and laughter, times shared with friends, good friends, and so it was that I dug under the piles of papers, and found again my plaque from management, the gifts and card from my co-workers, the photographs albums, and felt better, so much better. They are treasures I will keep with me and look at the rest of my life.

And now there is a retirement committee functioning here in Vancouver and the chance again to meet with old friends, even take on issues that are of importance to all CUPW members in general and retirees in particular, for, what we achieve in getting better benefits for retirees, will benefit all in time. We hold regular meetings. Our committee meets four times a year though there are many other good opportunities for us to meet together and remember old times. We've established an Archives Committee to look through photographs of posties of the past, and invite anyone with mementos to send them in to us. This January we hosted a dance for all members current and retired, and were pleased to find more current members on the dance floor than retirees. We are planning daytrips, casual events for us all to enjoy.

And so, to me, it is like returning home, coming back to the place I have been and lived my working life in. It is the post office again, and though it is slower, and a little more relaxed, it still has the feel of doing something good towards the better benefit of all workers, of striving again for a cause that promises a better end for all humankind. And so I say be thinking of us as your working days dwindle down to that one special morning you've been preparing all your working life. We have a place for you and some work to do, too, old friends to meet and share your stories with, and, of course, coffee break whenever you want. So remember, The Vancouver Retirement Committee is alive and well, and is waiting for you.....

Chris Towers

Article 50 grievance settlement - \$9,000.00



For employees who are forced to incur overtime on a frequent basis, a route verification may provide relief. Under the provisions of Article 50, an employee who is able to demonstrate that his or her workload is excessive may request a route verification. There are various ways by which to establish that a workload is excessive, but overtime is an established gauge. After submitting the request, an employee may not be counseled for work performance or for showing overtime until the provisions of Article 50 have been applied and copies of the findings provided to the local Union representative.

Following receipt of a request, the collective agreement requires Canada Post to conduct the verification no later than three months following the request, excluding July, August and December.

A route verification requires a full reassessment of an employee's route, from the sortation and preparation time to a review of the outside inventory. A route verification may not be conducted on the basis of a supervisor's visual observations.

As the architect of problem routes, Canada Post routinely tries to find ways to avoid route verifications. In those circumstances, there is recourse.

Stefanie Neuman, a Depot 74 Letter Carrier, filed her first grievance after Canada Post failed to respond to her concerns with her route. After acquiring the route

during a 2005 restructure bid, Stefanie quickly discovered that it could not be completed without working overtime. She brought her concerns to Depot 74 Superintendent Dave Nelson, who advised that he would "look into it". A written request for verification was later submitted to management without response.

In the meantime, Stefanie was forced to request assistance on a daily basis, yet was made to feel as if she wasn't pulling her weight, "I got the sense that it was up to me to show that it wasn't my fault that I couldn't finish the route without putting in overtime. I felt I had to prove that the problem was with the walk, not me".

Stefanie recognized her destiny and submitted a grievance.

In response to the grievance, Canada Post responded in writing and claimed that an evaluation had taken place during her vacation! Canada Post claimed that the "sample of route" established that it did not meet the criteria for a route verification. In light of the Corporation's claims, the Union referred the grievance to arbitration. Unsurprisingly, a settlement was reached prior to the scheduled hearing.

Under the terms of the settlement, Canada Post was required to conduct a verification of the route and apply the appropriate compensation to the affected employees retroactive to the implementation date of the restructure.

The results of the verification showed the route to be assessed at 522 minutes. The value of the settlement was approximately \$9,000.00.

In retrospect, Stefanie advises employees to review their route documentation: "Employees should become aware how routes are measured on paper. If we don't pay attention, we will be allowing the wolves to guard the henhouse". With the compensation provided by her settlement, Stefanie was able to renovate her bathroom, which now features a soaker tub. In Stefanie's words, "Dave Nelson paid for my spa".

Ken Mooney



Date: _____

Attention: _____

Station: _____

Re: Article 50 Route Verification

As you are aware, Article 50 of the collective agreement provides a process by which a workload may be reassessed and corrected:

In situations where an employee is not completing his or her assignments within the prescribed hours of duty on a regular basis, the LCRMS is to be used solely as a means of establishing whether the source of the problem is related to the workload on a route under normal conditions as opposed to evaluating the employee performing the assignment.

An employee who is able to demonstrate the workload is excessive may submit a written request for verification. The Corporation shall perform a route verification within three (3) months of this request.

In accordance with Article 50 of the collective agreement, please accept this letter as my request for a verification of my schedule.

It would be greatly appreciated if you could provide your confirmation that such arrangements will be made.

Sincerely,

Name: _____

HRID: _____

Route: _____

A Visit from Libby Davies



Libby Davies, Member of Parliament - Vancouver East, addresses Station F employees in December, during the 2007 Annual Running of the Doughnuts.

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Amanda Hamilton's Retirement



Fate it is a funny thing
Who knows just what life may bring
Win the lottery - have lots of money
Or work at the P.O. where things are funny
Work every day and punch a time clock
Go to Georgia and Homer - that is our block
But now is the time for a second life
And even though it cuts like a knife
To say sad farewells to all my good friends
Don't worry too much
This isn't the end
Will see you soon
Lots of love, Amanda

Sue Conroy Poses for Pictures



Sue Conroy, former dayshift Chief Steward, reluctantly poses for pictures on her last day at the VMPP. Sue now works in Nelson, B.C.



Retail deletions trigger another section bid



On February 21, 2008, Canada Post announced that it would be deleting two part-time positions in Retail, one at the West Vancouver Retail outlet and one at Station D. At the same time, Canada Post announced that it intended to adjust

the start times of full-time positions so that the surviving full-time employees would be able to accommodate the additional workload that will be added to their daily duties as a result of the deletion of the part-time positions.

In response to the Union's enquiries, Canada Post stated that the West Vancouver outlet was overstaffed and that Canada Post has "*spoiled its customers*".

Canada Post characterized the job deletions as a required "*realignment*" and claimed that the deletions were required to improve "*efficiency*" and become more "*cost effective*". Canada Post also stated that it needed to "*move forward*".

The Union opposed the deletions but the parties met again on March 8, 2008, to discuss the impact of the adjusted start times on the affected full-time employees and to allow for their participation.

During that meeting, Canada Post announced that it would be deleting the existing full-time Philatelic position at the main office. Canada Post characterized the deletion as a "*recommendation*". When the Union indicated that it opposed the "*recommendation*", Canada Post stated that it would still be deleting the position.

According to Ursula Markovic, Acting Retail Manager, customers wishing to conduct transactions at the

Philatelic counter prefer to wait in the same line as customers who will not be conducting transactions with Philatelic staff! While Ms. Markovic's rationale failed the sniff test, the effect of these changes has triggered a section bid pursuant to Article 13.04 of the collective agreement. As a result, a section bid will commence on or about March 18, 2008.

The implementation date of the bid is scheduled for April 14, 2008.

In her order book notice dated March 11, 2008, Ms. Markovic stated that the Philatelic position has been "*eradicated*".

Speaking of cost effectiveness and efficiency...

There are currently 42 employees in the Retail section. However, there are four (4) managers and two (2) supervisors within that same section.

Given that managers earn more than superintendents, is it "*efficient*" or "*cost effective*" to have four managers? Wouldn't it be more "*cost effective*" to employ one manager, three superintendents, and two supervisors? Or should there be one manager, one superintendent and four supervisors? How much money could be saved? Should some of the manager positions be "*eradicated*"? It would seem, at least superficially, that the Retail management group has set up a very bloated Retail management infrastructure that is apparently exempt from the criteria that is used to delete P-O4 positions.

Ken Mooney

Local Website!

Check it out! <http://www.cupw-vancouver.org>
Our new e-mail is pubcom@cupw-vancouver.org.

