

December 2004

‘Final Offer made by the Corporation to UPCE on Decembre 17, 2004’

**‘WHY WE HAVE TO VOTE FOR THE REJECTION OF THE CORPORATION  
FINAL OFFER!’**

You have decide to protect your future at Canada Post but the Corporation representatives did not understood that message.

**ROLLBACKS AND TRAPS PROPOSED BY CANADA POST UNTIL AUGUST 31<sup>ST</sup> 2008 on job security of surplus employees on recall list and assigned out of the UPCE bargaining unit, the method of filling vacancies or temporary vacancies for more than three months and less than three months, method of payment of the severance pay, Extended Health Care Plan, lower economics increases** than the ones given to other Corporate employees shall not be accept by the members as propose in this final offer.1) **PROTECTION OF THE WORK IN THE BARGANING UNIT / JOB**

**SECURITY NOTHING** have been offer by the Corporation on December 17, 2004 **ON THE PROTECTION OF THE WORK IN THE BARGAINING UNIT.CAN YOU ALLOW YOURSELF TO TRUST THE MANAGEMENT OF CANADA POST THAT YOUR WORK WILL BE PROTECT UNTIL AUGUST 31, 2008? NO!!!** Each of us had experience or know about what appended to our sisters and brothers those last few years when Canada Post management had decide to give the work of the bargaining unit to non unionize employees or to contractors. The employer had declare those sisters and brothers surplus in accordance of the collective agreement. **Don’t forget these schemes from the past at Canada Post because they are what your future will like. WE MUST HAVE A COLLECTIVE AGREEMENT THAT INCLUDE THE A PROTECTION OF THE WORK IN THE BARGANING UNIT TO PROTECT OUR JOBS**

**2) JOB SECURITY – Article 28.01**

- *The employer propose in its offer to not apply job security to surplus employees on the recall list*

**YOU KNOW THAT THE EMPLOYER CAN DECIDE AT ANY TIME TO NOT FILL A VACANCY OR A TEMPORARY VACANCY!!!**

**THIS OFFER WILL ALLOWS THE EMPLOYER TO GIVE HIM THE WAY TO DO PERMANENT LAY OFF. THE SISTERS AND THE BROTHERS WHO ARE SURPLUS COULD BE PUT ON THE RECALL LIST AND THEY WON’T BE PROTECT BY THE JOB SECURITY. WE WANT TO MAINTAIN A FULL PROTECTION ON JOB SECURITY FOR ALL SURPLUS EMPLOYEES ON THE RECALL LIST. THIS PROTECTION HAD BEEN OBTAINED**

**SINCE MORE THAN 20 YEARS AGO. THE EMPLOYER DECIDED TO TAKE OFF THIS PROTECTION INCLUDE IN THE JOB SECURITY FOR SURPLUS EMPLOYEES ON THE RECALL LIST. WE WILL NOT ACCEPT ROLLBACKS IN OUR COLLECTIVE AGREEMENT!!!!**

- *The employer propose in it's offer that the surplus employees assigned outside the UPCE barganing unit could come back in the barganing unit only if there is assignments for a duration more than 3 month.*

**ACTUALLY ALL SURPLUS EMPLOYEES CAN BE ASSIGNED IN SHORT TERM ASSIGNMENTS WITHOUT TIME RESTRICTION. IT IS CLEAR THAT THE EMPLOYER WANT TO TREAT DIFERENTLY SURPLUS EMPLOYEES ASSIGNED OUTSIDE THE UPCE BARGANING UNIT**

**IT IS ALSO CLEAR THAT THE EMPLOYER WANT TO CONTINUE TO ASSIGNED AND MAINTAIN ITS SURPLUS EMPLOYEES OUTSIDE THE BARGANING UNIT. ALSO, THE EMPLOYER WANT TO GET THE INSURANCE OF LIMITING THE RETURN OF SURPLUS EMPLOYEES IN THE UPCE BARGANING UNIT BY GIVEN HIMSELF THE WAY TO MAINTAIN THESE EMPLOYEES FOR A LONG PERIOD IN POSITIONS IN CUPW OR APOC'S BARGANING UNIT THE CHANGES PROPOSE WILL ALLOW THE EMPLOYER TO NOT RESPECT THE ARBITRATION DECISIONS WON BY YOUR UNION ON STAFFING AND JOB SECURITY WE WANT A FULL JOB SECURITY IN OUR COLLECTIVE AGREEMENT!!!**

**WE WANT IN OUR COLLECTIVE AGREEMENT THAT AS SOON THAT THERE IS JOBS POSSIBILITIES IN THE UPCE BARGANING UNIT, THE SISTERS AND BROTHERS WHO ARE SURPLUS SHOULD COME BACK IMMEDIATELY IN THE UPCE BARGANING UNIT.**

**WE WANT THAT THESE SISTERS AND BROTHERS SURPLUS BE CONSIDER BEFORE HIRING OF TERMS!!!! WE WILL NOT ACCEPT ROLLBACKS IN OUR COLLECTIVE AGREEMENT!!! 3)**

**THE PROCEDURE OF STAFFING A VACANT PSITION OR A TEMPORARY VACANCY FOR PLUS THAN 3 MONTHS – article 27**  
**-Staffing**

- *The employer change completely the steps to follow when staffing a position*
- *The employer remove the priority given to the employees on the priority list and on surplus list wich is qualified or has the capability and may within a reasonable period of training become qualified to be appointed to a vacant position or offered an assignment.*
- *The employer remove the priority given to the employees on the priority list and on surplus list wich is qualified or has the capability and may within a reasonable period of training become qualified to be appointed to a vacant position or offered an assignment by considering the transfert list inside de 40km .*
- *The employer wants to introduce 2 transfert lists first inside the 40km an than outside de 40km.*
- *The employer want to narrow the possibility for the part-time employees that are surplus to appointments or assignments in a position at their classification level.*

**ALL THE CHANGES PROPOSE AT THE STAFFING PROCEDURE WILL ALLOWS THE EMPLOYER TO NOT RESPECT ALL OF THE STAFFING ARBITRATION DECISIONS WON BY YOUR UNION ON STAFFING AND JOB SECURITY AND ON RIGHTS OBTAIN BY PART TIME SURPLUS. THE EMPLOYER WANTS TO REMOVE TO ITS SURPLUS EMPLOYEES WHO ARE ON THE PRIORITY LIST AND ON THE SURPLUS LIST THE PRIORITY OF OFFERING PERMANENT APPOINTMENT OR ASSIGMENTS THIS PRIORITY OBTAIN IN THE STAFFING PROCEDURE FOR THE EMPLOYEES ON THE PRIORITY AND SURPLUS LIST HAS BEEN OBTAIN 20 YEARS AGO!!!! AND WE WILL NOT ACCEPT ROLLBACKS IN OUR COLLECTIVE AGREEMENT!!!! IN ADDITION, THE EMPLOYER WANTS TO GIVE HIMSELF THE WAY TO LIMIT THE RIGHT OF THE EMPLOYEE WHO WANTS TO TRANSFERT OUTSIDE THE 40KM OF THEIR ACTUAL WORK LOCATION OR AN OTHER PROVINCE. AND WE WILL NOT ACCEPT ROLLBACKS IN OUR COLLECTIVE AGREEMENT!!!!4) THE PROCEDURE OF FILLING TEMPORARY VACANCY FOR LESS THAN 3 MONTHS – Article 27.07 – staffing • The employer propose in its offer to consider surplus employees qualified only before hirering a term employee. THE EMPLOYER WANTS TO GIVE HIMSELF THE WAY TO CONTINUE TO HIRE TERM EMPLOYEES BEFORE OFFERING TO A SURPLUS EMPLOYEE THE POSSIBILITY TO BE ASSIGNED IN A TEMPORARY APPOINTMENT FOR LESS THAN 3 MONTHS BY INCLUDING THE CONDITION OF BEEING “QUALIFIED” WE WANT IN OUR COLLECTIVE AGREEMENT THAT A SURPLUS EMPLOYEE HAS THE POSSIBILITY TO BE ASSIGNED IN PRIORITY FOR A TEMPORARY APPOINTMENT FOR LESS THAN 3 MONTHS AND WE WILL NOT ACCEPT ROLLBACKS IN OUR COLLECTIVE AGREEMENT!!!!**

*THE EMPLOYER WANTS ALSO BE SURE THAT HE WILL NOT HAVE TO CONSIDER HIS SURPLUS EMPLOYEES ASSIGNED OUTSIDE THE UPCE BARGANING UNIT*

FOR TEMPORARY APPOINTMENT FOR LESS THAN 3 MONTHS BEFORE HIRING A TERM EMPLOYEE WE WANT THESE SISTERS AND BROTHERS ASSIGNED OUTSIDE THE BARGAINING BRING BACK IN THE UPCE BARGAINING UNIT BEFORE HIRING TERMS EMPLOYEES AND TO BE CONSIDER IN PRIORITY FOR TEMPORARY ASSIGNMENTS LESS THAN 3 MONTHS. WE WILL NOT ACCEPT ROLLSBACKS IN OUR COLLECTIVE AGREEMENT!!!!

- *(NEW) - The employer propose in his offer that when an employee hold a position after a voluntary movement(exemple: appointment, temporary appointment, promotion, assignments et transfer) the employee would be force for a period of at least 12 months before being able to move to an other position*

THE EMPLOYER WANTS TO GIVE HIMSELF THE WAY TO MAINTAIN AN EMPLOYEE IN A POSITION DURING 12 MONTHS SOMETHING HE CAN NOT DO ACTUALLY WE WILL NOT ACCEPT ROLLSBACKS IN OUR COLLECTIVE AGREEMENT!!!!

THE EMPLOYER ALSO WANTS THE ASSURANCE OF THE TENURE IN A POSITION OF THE SURPLUS EMPLOYEES ASSIGNED OUTSIDE OR INSIDE THE UPCE BARGAINING UNIT FOR UNDEFINED PERIOD WE WILL NOT ACCEPT ROLLSBACKS IN OUR COLLECTIVE AGREEMENT!!!! 5) SEVERANCE PAY- Lump sum payment or defer receipt of the accumulated amount

- *The employer propose in his offer to freeze the accumulation of benefits on december 31, 2004 and provide the option for employees to receive a lump sum payment within 6 months of the signing of the collective agreement or defer receipt of the accumulated amount until departure in wich case the severance pay entitlement will be based on the employees then substantive rate of pay.*

THE EMPLOYER WANT TO STOP THE ACCUMULATION OF THAT BENEFIT ON DECEMBER 31 2004 BY MODIFY THIS AMOUNT IN A LUMP SUM PAYMENT OR A DEFER PAYMENT.

IF YOU ARE OPTING TO RECEIVE THE LUMP SUM PAYMENT WITHIN 6 MONTHS FOLLOWING THE SIGNATURE OF THE COLLECTIVE AGREEMENT AND PLACING THAT AMOUNT IN A RRSP YOU WILL HAVE TO PAY 15% IN EMPLOYMENT INSURANCE AND CANADA PENSION PLAN ON YOUR GROSS AMOUNT. IF YOU ARE OPTING FOR THE SECOND OPTION TO DEFER RECEIPT OF THE ACCUMULATED AMOUNT UNTIL DEPARTURE, THE EMPLOYER DON'T WANT TO OFFER YOU THE SAME GARANTIES AND CONDITIONS AS PER CUPW COLLECTIVE AGREEMENT

***THE EMPLOYER HAD PROPOSED IN THE CUPW COLLECTIVE AGREEMENT THAT IF YOU ARE OPTING FOR THE SECOND CHOICE TO DEFER***

PAYMENT AT ART 28.03 B) IT IS WRITTEN: " THE AMOUNT TO WHICH AND EMPLOYEE IS ENTITLED SHALL BE PAID IN A SINGLE PAYMENT AT THE TIME OF HIS OR HER RETIREMENT, BASED ON THE EMPLOYEE'S RATE OF PAY DURING THE WEEK PRIOR TO HIS OR HER RETIREMENT" THE EMPLOYER PROPOSE IN HIS OFFER, THAT IF YOU ARE OPTING FOR THE SECOND CHOICE, TO DEFER RECEIPT OF THE ACCUMULATED AMOUNT UNTIL YOUR DEPARTURE, THE AMOUNT WILL NOT BE BASED ON THE SALARY YOU HAD THE WEEK BEFORE YOUR DEPARTURE LIKE THE CUPW EMPLOYEES BUT ON THE REMUNERATION OF YOUR SUBSTANTIVE RATE OF PAY AT THAT DATE FOR EXAMPLE : IF YOU ARE OR BECOME A SURPLUS EMPLOYEE AND THAT YOU ARE ASSIGNED IN A POSITION OF A LOWER CLASSIFICATION LEVEL OR IF YOU ARE APPOINTED IN A POSITION WITH A LOWER CLASSIFICATION (PIO AND RED CIRCLE) AND YOU HAVE SALARY PROTECTION, THE LUMP SUM AMOUNT WILL BE PAID ACCORDING TO THE CLASSIFICATION AT THE TIME OF YOUR DEPARTURE AND NOT ACCORDING TO YOUR SALARY OF THE CLASSIFICATION YOU BELONG . WE MUST HAVE THE GUARANTEE THAT THE EMPLOYER PROPOSE THE SAME LANGUAGE THAT IS INCLUDED IN THE CUPW COLLECTIVE AGREEMENT TO GUARANTEE TO OBTAIN THE AMOUNT RECEIVED BY OTHERS EMPLOYEES AT THE MOMENT OF DEPARTURE.

IN ADDITION, THE EMPLOYER WANTS TO PAY THE LUMP SUM PAYMENT FOR PART TIME EMPLOYEES ACCORDING TO THE SCHEDULE HOURS AND NOT ACCORDING TO ACTUAL HOURS WORKED. WE WILL NOT ACCEPT ROLLS BACKS IN OUR COLLECTIVE AGREEMENT!!!! 6) EXTENDED HEALTH CARE PLAN THE EMPLOYER WANTS THAT ACTIVE EMPLOYEES AND RETIRED EMPLOYEES CONTRIBUTE RESPECTIVELY 5% AND 25% TO THE EXTENDED HEALTH PLAN. THE EMPLOYER WANTS TO INTRODUCE A THREE LEVEL DRUG FORMULARY: EMPLOYEES WOULD NOW HAVE TO PAY A LARGER PART OF THE COST FOR DRUGS BETWEEN 20% TO 50% THE EMPLOYER WANTS TO INTRODUCE A CONTRIBUTION OF 5% ON DENTAL PLAN. WE WILL NOT ACCEPT ROLLS BACKS IN OUR COLLECTIVE AGREEMENT!!!! 7) ECONOMICS INCREASES FOR THE YEARS 2004, 2005 AND 2006 THE EMPLOYER DOES NOT OFFER FOR THE EMPLOYEES OF THE UPCE BARGAINING UNIT THE SAME ECONOMICS INCREASE GIVEN TO THE EMPLOYEES OF THE CUPW BARGAINING UNIT THAT IS 3% FOR 2004, 3% FOR 2005 AND 3% FOR 2006 WE WILL NOT ACCEPT ROLLS BACKS IN OUR COLLECTIVE AGREEMENT!!!!

**THESE ARE THE REASON WHY WE RECOMMAND**  
**WITHOUT HESITATION TO VOTE FOR REJECTION**  
**OF THE CORPORATION OFFER DATED**  
**DECEMBER 17TH 2004 BECAUSE YOU HAVE DECIDE TO**  
**PROTECT YOUR FUTURE AT CANADA POST!!!**

Ginette Chartrand