

**August 4, 2005**

**Severance Pay**

National Grievances were filed recently regarding the calculation of severance pay entitlements for periods of part-time service. The collective agreement signed by the parties in April 2005 states that *“payment to indeterminate employees who are part-time, or whose continuous employment includes a period of both full-time and part-time employment, will be calculated in accordance with clauses 4.04 and 29.03 of the collective agreement expiring October 31, 2004.”*

Article 4.04 of the expired agreement stated that *“an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the **part-time weekly hours of work** compared with the normal **scheduled weekly hours of work of full-time employees**”* (emphasis mine).

The information supplied by the employer to all members stated that severance pay would be calculated based on the assigned work week of the position as opposed to the actual hours paid. We disagree.

Finally, the employer repeated over and over during the last round of negotiations that the Severance Pay proposal was exactly the same as the agreement reached with the Canadian Union of Postal Workers (CUPW). CUPW has challenged the interpretation based on scheduled hours. If they are successful with their grievances, the decision should help our grievances also.

If you have received a Severance Pay estimate that included part-time service based on the assigned work week of the position as opposed to paid hours and would like to file a grievance, please consult with a Local Union Representative.

**Finance Reorganization of 2002 – Union loses at Arbitration**

A National Grievance had been filed, in 2002, following the announcement by Canada Post that 81 positions of “Officer, Planning and Finance” (T-01) would be deleted and approximately 33 excluded “Decision Support Advisor” positions would be created. The Union claimed that the duties performed by the Advisors were essentially the same duties as the surplus Officers. Canada Post’s position was that the duties of the Officers had essentially been eliminated and that the duties of the Advisors were different than that of the Officers. Ten (10) hearing days were held and written submissions were made between June 2003 and June 2005. In the end, the Arbitrator ruled in the employer’s favour.

**The past three (3) months...**

Following the signing of the collective agreement on April 6, 2005, UPCE elected officers and employees have worked towards a fast transition to “regular business” and started preparing for the upcoming UPCE Triennial Convention to be held in Halifax October 23 to 25, 2005. Highlights of some of the activities of the last three (3) months include:

- Resuming regular National Consultations with Canada Post (Customer Value , “A Case for Change”, Single Point of Transfer, Initial Commercial Set-up, Northern Services, Case Labeling, Changes to the Collective Agreement, Severance Pay, Employment Equity, Customer Process Improvement, Claims Pilot Project, Unaddressed Admail etc.);
- Continuing with semi-annual meetings with the CEO and other senior officers of the Corporation (June 6, 2005);
- Continuing with the meetings and activities of the Service Expansion and Innovation and Change Committee, as well as conducting a competition for the two (2) full-time UPCE representatives;
- Continuing with the processing of local and/or national grievances up to and including arbitration.
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- **The next three (3) months...**
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- UPCE’s focus over the next three (3) months will most likely include:
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- Activities surrounding the release of the long awaited Pay Equity decision;
- Final preparations for the UPCE Triennial Convention;
- On-going consultations and Joint Committee work with Canada Post (e.g. Service Expansion Committee, Health and Safety, Appendix “S” – Human Rights and Workplace Conflicts etc.);
- Conclusion of the remaining JEP related grievances and/or the scheduling of arbitration.

For further information regarding any of the above, please contact your Local Representative or your UPCE Regional Director.

In Solidarity,

Luc Guevremont  
National President