



2008 NEGOTIATIONS

with

CANADA POST CORPORATION

UNION BARGAINING PROPOSALS

June 2008

Without Prejudice

The following are the Union's proposals to amend the Collective Agreement between the Canada Post Corporation and the Public Service Alliance of Canada.

The Union reserves the right to add to, amend, modify and withdraw its proposals at any time during collective bargaining.

~~Strikethroughs~~ denote deletions. **RESERVE** means that the Union reserves the right to make proposals at a later date. Errors and omissions are excepted.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

The Union requests that the Employer disclose any plans for changes at the corporate or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.

ARTICLE 1 PURPOSE OF THE AGREEMENT

Amend as follows:

1.02 Previous Documents and Agreements

All documents, letters, memoranda of understanding or agreements, whether verbal or written ~~not specifically renewed in this agreement are null and void~~ **shall be renewed unless otherwise specified.**

ARTICLE 4 APPLICATION

Amend as follows:

4.03 Entitlements for Part-Time Employees

Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work ~~worked or scheduled~~, **whichever is greater**, compared with the normal scheduled weekly hours of work of full-time employees, except that:

4.04 Term Employees

- (a) It is understood that the Articles on Technological Change, Job Security, Education Leave Without Pay, and Career Development Leave with Pay, and, subject to 24.01, Seniority, shall not apply to term employees **with six (6) months or less continuous employment** whether on full-time or part-time basis.
- (b) **The Corporation agrees not to create an artificial break in service of a term employee in order to prevent the term employee from accessing the rights and benefits outlined in (a) above.**
- (c) **The Corporation agrees to minimize the appointment of term employees to the bargaining unit. The Corporation agrees to minimize the number of term assignments in the bargaining unit.**

ARTICLE 7
WORK IN THE BARGAINING UNIT

Amend as follows:

7.01 Work in the Bargaining Unit

- (a) Work ~~normally and regularly done~~ **performed** by an employee in the bargaining unit **of the PSAC** shall not be performed ~~on a regular basis~~ by another Corporate employee outside the bargaining unit ~~unless that work also forms a bona fide part of the duties of that employee~~. **Similarly, unless otherwise specified in the Agreement, an employee in the bargaining unit will not be required to perform work outside of the bargaining unit.**

- (b) **The Corporation will not contract out work performed by employees in the bargaining unit.**

ARTICLE 14

SEXUAL PROTECTION AGAINST HARASSMENT

Amend as follows:

14.01 Policy Statement

The parties recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex, sexual orientation, national or ethnic origin, gender identity, gender expression, colour, religion, age, marital status, family status, disability and conviction for an offence for which a pardon has been granted. They also recognize that this constitutes a common objective and that all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise this right.

14.02 Obligations

The Corporation has the primary responsibility for ensuring that a harassment-free environment prevails in the workplace and to take appropriate measures to achieve this result. The Union must equally assume all its responsibilities in achieving this result.

14.03 Definition

For the purposes of this agreement, “*harassment*” means any conduct, comment or gesture related to any of the grounds stipulated in clause 14.01 which is unwanted or may reasonably be considered as unwanted, offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual’s employment.

“Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.

“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or

influences the career of the employee. It includes intimidation, threats, blackmail or coercion.

14.04 Grievances Involving Sexual Harassment

An employee may initiate a grievance under this article at any step of the grievance procedure. Grievances under this article will be handled with all possible confidentiality and dispatch by both parties to the collective agreement.

14.05 Mediation

By common agreement of the Corporation, the authorized representative of the Alliance and the grievor, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement of the Corporation, and the authorized representative of the Alliance, and the cost of the mediator's fees and expenses shall be shared equally by the Corporation and the Alliance.

14.06 Right to File Complaints With the Canadian Human Rights Commission

An employee who believes that he or she has been subjected to harassment or violence related to discrimination may at any time file a complaint with the Canadian Human Rights Commission in accordance with the *Canadian Human Rights Act*. However, the fact that an employee did not use this course of action shall not in any way be raised against this employee. Similarly, the filing of a complaint with the Commission shall not deprive an employee of any right under the collective agreement.

14.07 No Reprisal

No reprisal shall be exercised against an employee because he or she filed a complaint in accordance with the above-mentioned provisions except where a false charge has been made with malicious intent.

ARTICLE 19 GRIEVANCE PROCEDURE

Amend as follows:

19.01 **Definitions**

In this procedure:

- (a) **"Grievance" means a complaint in writing presented by the Alliance alleging that an employee, group of employees, employees as a whole and/or the Alliance have been aggrieved as set out in article 19.02(a).**
- (b) *"Authorized Representative of the Alliance"* - is a person designated by the Bargaining Agent to participate in the processing of a grievance.
- (c) *"Alliance Steward"* - is a postal employee appointed or elected to act as an authorized representative of the Alliance. When an Alliance steward is unable to perform her function, the Alliance will designate another postal employee to act on her behalf.
- (d) *"Corporation"* - is any person authorized by the Corporation to exercise the authority of the Corporation.
- (e) *"Days"* - means calendar days excluding Saturdays, Sundays and holidays.
- (f) *"Urgent Complaint"* - is any matter involving safety and health, discharge or suspension and matters which cannot be corrected retroactively including a failure to receive proper pay cheques.

19.02 **Right to Present a Grievance**

- (a) **An authorized representative of the Alliance may present a grievance on behalf of an employee, a group of employees, the employees as a whole, or on behalf of the Alliance, alleging that she has been aggrieved by, or there is disagreement over, an interpretation or application of the collective agreement, or that she has been aggrieved by unjust, prejudicial or unfair treatment by the Corporation.**
- (b) **The grievance shall be submitted to the grievor's immediate supervisor or another representative of the Corporation so delegated, as the case may be.**

19.07 Processing of Grievances

Except as otherwise provided in this agreement, a grievance shall be processed through the appropriate one step procedure described below:

- (a) Local grievance
 - Corporation - Director of Function or authorized representative.
 - Alliance - Authorized Representatives of the Alliance.
- (b) National grievance
 - Corporation - Corporate Manager of Labour Relations or authorized representative.
 - Alliance - Authorized Representatives of the Alliance.
- (c) **All classification grievances (refer to 19.21), indefinite suspensions, discharges, separations of employment, and all grievances concerning more than one (1) Corporate Division/Region shall be considered to be national grievances. Unless otherwise specified in the agreement or mutually agreed upon, all other grievances will be considered as local grievances.**
- (d) **When a national grievance relating to an indefinite suspension, discharge or separation of employment is referred to arbitration, any other related, unresolved local grievances will be referred to arbitration to be heard together as national grievances, unless otherwise agreed by the parties.**
- (e) **The Corporate Manager of Labour Relations or her authorized representative for the Corporation or an authorized representative of the Alliance may, by written notice sent to the other party within thirty (30) days of the notice of referral to arbitration, request that a local grievance be considered to be a national grievance. Upon receipt of the request such grievance shall be deemed to be a national grievance.**
- (f) The Alliance and the Corporation shall notify each other in writing of the names and areas of jurisdiction of the representatives authorized to represent each party in the presentation of grievances and shall promptly notify each other in writing of changes in these names.
- (g) The Corporation may request a more specific statement of a grievance, if the grievance does not clearly and sufficiently set out the alleged complaint or violation of the collective agreement.

- (h) The authorized representative of the Alliance as referred to in this Article shall have the right to meet personally with designated representatives of the Corporation with respect to a grievance. The designated representative of the Corporation shall personally reply to the grievance in writing as provided for elsewhere in this Article.
- (i) When the Corporation's representative denies a grievance, the reply shall include the reasons for the denial of the grievance.

19.08 **The Time Limits for the Submission of a Grievance are as follows:**

- (a) A grievance may be submitted not later than the twenty-fifth (25th) day after the date on which the aggrieved employee or the Alliance, as applicable, was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.
- (b) **A grievance relating to a general question respecting the interpretation or application of the collective agreement may be presented by an authorized representative of the Alliance at any time.**
- (c) **The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Corporation and the Alliance.**
- (d) **Furthermore, the Alliance may withdraw a grievance, without prejudice, at any time.**

19.09 **Hearing and Replying to Grievances**

- (a) Within twenty (20) days following receipt of the grievance the Corporation must hold a hearing, normally in the city in which the grievance originated, and reply in writing to the grievance, unless the parties agree to extend the time limits.
- (b) **Where the corporation fails to respond to a grievance within the time limits stipulated, the Alliance may refer the grievance to arbitration.**

19.14 **Arbitration**

- (a) Right to Arbitration

When a grievance has been presented and has not been dealt with to the satisfaction of the Alliance, the Alliance may refer such grievance to arbitration if it **concerns**:

- (i) the interpretation, application, or alleged violation of the collective agreement, including discipline, discharge or separation of employment for any reason whatsoever;

- (ii) any alteration of an existing working condition concerning the payment to an employee of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

(b) Referral to Arbitration

- (i) **When a grievance has not been resolved to the satisfaction of the Alliance, it may refer such grievance to arbitration within thirty (30) days of receipt of the reply.**
- (ii) When the Alliance decides to refer a grievance to arbitration it shall notify the Corporation in writing of each referral to arbitration. Such referral notice shall contain the name of the proposed arbitrator (in rotation from the list under **19.20**), the Alliance representatives' names and addresses, the city where the hearing will be held and **whether the referral relates to a local or national grievance**. The hearing shall normally be held in the city in which the grievance originated unless an alternate location is mutually agreed upon by the parties.

19.15 Scheduling Local and National Grievances at Arbitration

- (a) **Local grievances shall be scheduled to be heard at arbitration in accordance with the processes set out in articles 19.16 and 19.20. The hearing may be delayed by mutual agreement between the parties, or by the arbitrator.**
- (b) **National grievances shall be scheduled to be heard at arbitration before an arbitrator set out in the rotation lists established by article 19.20. The hearing may be delayed by mutual agreement between the parties, or by the arbitrator.**

19.16 Arbitration of Local Grievances - General

- (a) **The parties agree not retain lawyers to argue local grievances at arbitration. For greater certainty, this shall not include include staff of the Corporation or the Alliance.**
- (b) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- (c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resumé of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of hearing.

When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resumé of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing.

- (d) **The decision of the arbitrator in response to a local grievance shall not constitute a precedent and shall not be referred to in subsequent arbitrations. Further, such decisions may not be used to alter, modify or amend any part of the collective agreement.**
- (e) **The decision of the arbitrator shall be final and binding upon both parties.**

19.18 Arbitration Decisions in Response to National Grievances

In the case of a national grievance, the arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

19.19 Arbitrator Fees

The Corporation and the Alliance shall share equally the fees and expenses of the arbitrator **for the arbitration of both local and national grievances.**

19.20 List of Arbitrators

- (a) The arbitrators appearing on each list hereinafter shall act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with this procedure is unable to act, the case will be referred to the next named arbitrator on the list.
- (b) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the parties shall appoint another arbitrator as substitute. If the parties are unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour who will appoint an arbitrator.
- (c) **A separate rotation process shall be established for local grievances that are referred to arbitration. The parties shall, by mutual agreement, set pre-established hearing dates in each region on which grievances shall be heard on a first referred, first heard basis, unless the parties agree otherwise.**
- (d) **A separate rotation process shall be established for national grievances referred to arbitration. Arbitrators shall be chosen from the same rotation lists with hearing dates established on a case by case basis. The parties shall endeavour to establish a hearing date for national grievances within 180 days of the date of referral.**
- (c) **The following is a list of agreed upon sole arbitrators for each geographical area to whom local or national grievances may be referred.**

Atlantic

RESERVE

Québec and Montréal

RESERVE

Rideau and Head Office

RESERVE

York and Huron

RESERVE

Mid-West and Foothills

RESERVE

Pacific

RESERVE

ARTICLE 25 HOURS OF WORK

Amend as follows:

25.XX Paid Meal Periods

Employees shall be entitled to one-half (1/2) hours' pay for:

- (a) each lunch period provided under 25.03.
- (b) each meal period provided under 25.04 (a), 25.04 (b), 25.04 (c), 25.10 and 26.12.

25.04 Shift Work

- (d) (i) Meal Periods for Continuous Operations

It is recognized that certain continuous operations require some employees being on the job for a full eight (8) hour shift. In these operations, such employees will be paid for one half hour meal period because they will not be able to leave the work place for a meal break. Subject to (ii) below, a specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half (½) hour meal period will be paid at **double (2) time** ~~the applicable overtime rate.~~

25.10 Hours of Work Applicable to Part-Time Employees

- (a) Clauses 25.01, 25.02, 25.04(e), **25.04 (f)**, 25.04(g), 25.05(a), **25.05 (b)** and 25.07 of this article apply to part-time employees.
- (b) ~~The Corporation may change the schedules of work of part-time employees provided that forty-eight (48) hours advance notice is given to the employee. Whenever possible meaningful local consultation will take place prior to such changes.~~

~~An employee whose hours of work are changed and who has not received at least forty-eight (48) hours notice in advance of the starting time of such change, shall be paid for the first shift worked subsequent to such change at the rate of time and one-half (1½). Subsequent shifts worked on the revised hours shall be paid at straight time, subject to the overtime provisions of this Agreement. The Corporation agrees to minimize such changes.~~

For the purposes of this clause, an offer made to a part-time employee to extend her hours of work before or after the employee's scheduled hours of work is not an alteration of shift within the meaning of 25.05 (b) for the purposes of this clause. A part-time employee shall have the right to refuse additional hours of work beyond those for which she has been scheduled.

- (c) Part-time employees working more than three point seven five (3.75) consecutive hours will be entitled to ~~an unpaid~~ a lunch period of a minimum of one-half (1/2) hour. **Employees shall receive one-half (1/2) hour pay for said lunch period.**

25.XX Contact Centre Preparatory and Wrap Up Time

- (a) **Employees working in Contact Centres shall not be required to take a call during the first ten minutes of their shift.**
- (b) **Employees working in Contact Centres shall not be required to take a call within the last ten minutes of their shift.**

ARTICLE 26 OVERTIME

Amend as follows:

26.08 Entitlement to Overtime Compensation

An employee is entitled to overtime compensation under clauses 26.04 and 26.05. **Employees shall be compensated in fifteen (15) minute increments for every fifteen (15) minutes of overtime worked or any fraction thereof:**

- (a) when the overtime work is authorized in advance by the Corporation or is in accordance with standard operating instructions;

~~and or~~

- (b) when the employee does not control the duration of the overtime work.

ARTICLE 27 STAFFING

Amend as follows:

27.01 Merit Principle

- (a) ~~The Corporation agrees that appointment into any position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle of candidates as determined in paragraph "b" hereunder, unless otherwise specified in this article.~~
- (b) ~~The selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills, or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class.~~

27.02 Definitions

- () **"Qualified"** means that an employee meets the criteria outlined in 27.04 (a).

27.04 Qualification Factors and Selection Standards and Profiles

Delete current 27.04 (a) and replace with the following:

- (a) When filling a position, the Corporation will develop a job profile which will include the job requirements. The job profile will be developed based on the duties of the position, **education and/or certification requirements and related knowledge or skills**. The qualifications of candidates shall be determined through the evaluation of the following requirements:
- (1) **education and/or certification requirements of the position;**
 - (2) **related knowledge and skills.**
- (b) The Corporation shall ~~make every reasonable effort to~~ notify an employee, in writing, in the event that she is screened in or out of a competition prior to a board being established. If an employee is screened out of a competition, the notification shall include the reason therefore. **Notification shall be provided no later than fifteen (15) days after a decision is rendered.**

27.05 Seniority

In cases where it is found that two or more candidates ~~are considered to equally~~ meet the requirements of the position, seniority will prevail.

27.10 Transfer

Employee's requests for transfers will be made in accordance with 27.03 (d) and (h) of this procedure. Employees on term appointments or on probation shall not be eligible for transfer. Requests for transfer shall be valid ~~for twelve (12) months from the date they are acknowledged and may be renewed by the employee at the expiration of each twelve (12) month period.~~ **until the employee is transferred or removes their name from the list.**

27.XX Term Staffing

A position staffed with a term employee, or with term employees, for 12 months or more shall be made an indeterminate position.

ARTICLE 28 JOB SECURITY

Amend as follows:

28.01 General

The Corporation undertakes that as a result of positions being rendered surplus to requirements, there shall be no temporary or permanent lay-off of any employee (excluding term employees) ~~having attained more than five (5) years of continuous employment with the Corporation at the time the positions in question became surplus,~~ provided the employee agrees to be appointed or assigned to another position in accordance with this Article.

The provisions of this Article shall apply to employees (excluding term employees) ~~who were employed in the bargaining unit as of February 11, 2005,~~ provided such employees agree to be assigned or appointed to another position in accordance with this Article.

No employee shall be required to accept an assignment or an appointment to a position located more than a forty (40) kilometer radius from her present location.

28.10 Procedure

The names of surplus employees shall be placed on the surplus list under article 27 and employees will be appointed or offered assignment to alternate employment opportunities in accordance with the following procedure:

- (k) No employee shall be denied the ability to transfer into, apply for or be appointed to a bargaining unit position because of work assignment.**

ARTICLE 39 DESIGNATED PAID HOLIDAYS

Amend as follows:

39.01 Designated Holidays

Subject to clause 39.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
 - (b) Good Friday,
 - (c) Easter Monday,
 - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
 - (e) Canada Day,
 - (f) Labour Day,
 - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
 - (h) Remembrance Day,
 - (i) Christmas Day,
 - (j) Boxing Day,
 - (k) one additional day in each year that, ~~in the opinion of the Corporation,~~ is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in an area where, ~~in the opinion of the Corporation,~~ no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
 - (l) one additional day when proclaimed by an Act of Parliament as a National Holiday,
- and
- (m) one additional day recognized as a provincial or civic holiday by a provincial or territorial legislative body in the area where the employee is**

employed. For those employees that work in an area where an additional provincial or territorial holiday is not recognized, a Cultural Day to be scheduled in a manner consistent with annual leave scheduling as described in Article 39.

39.02 Eligibility for Pay on a Designated Holiday

- (b) A part-time employee's pay for a holiday shall be based on the average number of hours worked **or scheduled, whichever is greater**, up to a maximum of eight (8) on the five (5) days she was on duty immediately preceding the holiday.

ARTICLE 40 VACATION LEAVE

Amend as follows:

40.16 Payment of Vacation Pay to Part-Time Employees

Part-time employees shall receive their vacation pay as follows:

- (a) To ensure continuance of pay, a part-time employee shall receive a payment based on her ~~scheduled~~ number of hours worked **or scheduled, whichever is greater**, for the week immediately preceding the vacation period. This payment will be made according to the applicable method of pay for part time employees.

ARTICLE 41

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS OR FOR OTHER ACTIVITIES UNDER PART I OF THE CANADA LABOUR CODE

Amend as follows:

41.09 Leave Without with Pay for Negotiations Meetings

On receipt of reasonable advance notice, the Corporation will grant leave with pay to employees selected as delegates to a negotiating committee for the purpose of collective bargaining at the National level with the Corporation, on behalf of the Alliance. The leave shall be for the period of the negotiations meetings, and preparations thereof, plus traveling time to and from the appropriate locations. ~~The Corporation will be promptly reimbursed by the Alliance for the salary and benefits received by the employee while on leave under this clause in accordance with the following procedure:~~

- ~~(i) — Where an employee works at least ten (10) days in a month, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the employee's gross salary for the time on leave specified in the Corporation's demand.~~
- ~~(ii) — In all other cases, the Alliance shall promptly remit to the Corporation on demand and at such regular intervals as may be determined by the Corporation an amount equal to the sum of the employee's gross salary plus thirty (30%) percent of the said gross salary for the time on leave specified in the Corporation's demand. The above stated percentage may, after consultation with the Alliance, be varied from time to time to reflect changes in the value of benefits.~~

41.11 Full-Time Union Officers

An employee who has been elected or appointed to a full-time office of the Alliance, the Component and/or the Local shall be entitled to leave ~~without~~ **with** pay for the period during which she is elected or appointed to office.

41.13 Representatives' Training Courses

The Corporation will grant, upon reasonable notice, to a reasonable number of employees leave ~~without~~ **with** pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.

41.15 Seniority Credit

An employee who returns to work after a period of leave without pay granted under clause 41.11 shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in her classification and in the office where she was assigned prior to election or appointment and to the appropriate salary level in effect upon her return.

41.16 Conference and Seminar Delegates

The Corporation agrees, on receipt of reasonable advance notice, that employees selected as delegates to other conferences or seminars of the Union shall be granted leave of absence without pay for attending such conferences or seminars.

41.17 Employees to Remain on Payroll

Employees who require leave for Local Union business to perform Local Union duties will remain on the Corporation's payroll and **shall be granted leave with pay**. ~~The Corporation will be fully reimbursed by the Local within ten (10) days of the employee returning to work from such leave. Reimbursement will be equal to an employee's gross salary for the time on leave. Where an employee works less than ten (10) days in a month due to taking leave for Local Union business, the reimbursement shall be increased by thirty (30%) percent. In the event that the Corporation is not fully reimbursed by the Local within the time period above then the leave shall be considered as leave without pay and appropriate adjustments shall be made to the subsequent pay of the employee.~~

ARTICLE 42 OTHER LEAVE WITH OR WITHOUT PAY

Amend as follows:

42.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law, sister-in-law**, grandparents, **grandparents-in-law**, grandchildren, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) Duration of Leave

Where a member of an employee's immediate family dies, she shall be entitled to leave with pay for a period of up to ~~four (4)~~ **five (5)** consecutive **working** days, **excluding designated paid holidays** which must include the day of the funeral for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.

~~(b) Other Relatives~~

~~An employee is entitled to one (1) day's bereavement leave with pay, for the purpose related to the death of the employee's son-in-law or daughter-in-law, brother-in-law, or sister-in-law.~~

42.04/42.10 Maternity and Parental Leave

The Union will be tabling proposals with the Employer in respect of 42.04 to 42.10, Maternity and Parental Leave Without Pay and top up to 93% of salary (*accumulation of sick leave and annual leave while on Parental Leave*)

42.11 Leave With Pay for Family-Related Responsibilities

(a) Amend to include **father-in-law and mother-in-law**.

(c) The total leave with pay which may be granted under 42.11 (b) above and 42.03 (a) and (b) shall not exceed ~~five (5)~~ **ten (10)** days in a fiscal year.

42.14 Leave Without Pay for Long-Term Elder Care and the Care and Nurturing of Children

- (b) ~~Subject to operational requirements~~**At the request of an employee**, leave without pay of one (1) or more periods of at least ~~four (4)~~ **two (2)** weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the care and nurturing of children between the ages of five (5) and thirteen (13). If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.
- (c) ~~Subject to operational requirements~~**At the request of an employee** leave without pay of one (1) or more periods of at least ~~four (4)~~ **two (2)** weeks' duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation, shall be provided for the long-term personal care of the employee's parents, including spouse's parents or foster parents. If the employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefits plans.

42.17 Pre-retirement Leave

- (a) An indeterminate employee who has attained fifty (50) years of age and completed twenty (20) years of continuous employment or has attained sixty (60) years of age and completed five (5) years of continuous employment shall be entitled to a pre-retirement leave with pay of one (1) week in the fiscal year in which the employee becomes eligible therefore and in every fiscal year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.
- (b) An employee may elect to take her fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.
- (c) Pre-retirement leave with pay shall be scheduled in ~~one (1) week blocks~~ separate from the scheduling of vacation leave ~~at a time to be determined by the Corporation~~ taking into consideration the employee's wishes **and** seniority ~~and operational requirements~~.
- (d) There shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.
- (e) No employee shall be required or authorized to work during her pre-retirement leave.

(f) In the event of termination of employment, including retirement, for reason other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned pre-retirement leave taken by the employee after the beginning of the fiscal year and prior to her birthday or anniversary date, whichever is later, as calculated from the classification described in her letter of appointment on the date of termination of her employment.

(g) Where, in respect of any period of pre-retirement leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave,

the period of pre-retirement leave so displaced shall either be added to the pre-retirement leave period or reinstated for use at a later date.

New:

42.XX Leave With Pay for Medical or Dental Appointments

Leave with pay shall be granted to an employee for the purpose of attending a medical or dental appointment.

ARTICLE 44
EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT
LEAVE WITH PAY

Amend as follows:

44.05 Career Development Leave With Pay

- (b) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in sub-clause 44.05(a) above. **Requests for such leave shall not be unreasonably denied.** The employee shall receive no compensation under Article 26 (Overtime) and Article 36 (Traveling Time) during time spent on career development leave provided for in this clause.

TRAVEL, PENSION, WORK OPTIONS, WORK SECTION DEFINITION, HEALTH PLANS

The Union reserves the right to introduce contract language or amend its proposals over the course of negotiations pending discussion with the Employer about the following items:

- Travel, Relocation and Isolated Posts
- Pension
- 'Work Options'
- Definition of Work Section
- Health Care, Hospital Insurance and Dental Plan

NEW ARTICLE MEASUREMENT AND SURVEILLANCE

XX.01 Group Measurement

It is recognized that volume measurement is necessary to obtain an objective evaluation of the level of production of a group, a section or an office and there shall be no individual work measurement.

XX.02 Surveillance

Watch and observation systems cannot be used except for the purpose of protecting the mail and the property of the State against criminal acts such as theft, depredation and damage to property. At no time may such systems be used as a means to evaluate the performance of employees and to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

RATES OF PAY AND OTHER ECONOMIC ITEMS

The Union will be tabling economic proposals with the Employer that will include, but not necessarily be limited to, rates of pay, premiums, allowances, incentives, bonuses and funding for programs called for under Appendices H, I and M of the parties' current Agreement.