

UNION OF POSTAL COMMUNICATIONS EMPLOYEES WESTERN REGION

UPDATE – August 2009

THE LATEST

Annual Public Meeting: I did have the opportunity to attend the Annual Public Meeting in Regina. Moya was very clear that she has 3 priorities, which she defined as the 3 S's: SAFETY of the employees, SECURITY of the mail and SUSTAINABILITY of the corporation. Keep that in mind as you go to work each day that these are the priorities and in that order.

Attendance Management: As discussed in my last bulletin, sick leave does not change until January 1, 2010. Until that time, you have the right to utilize your sick leave when you are unable to perform your duties because of illness or injury. Very important to remember that you must contact your supervisor and advise that you are away ill or injured and what possible timeframe might be. Does not need more detail than that. When the period of sick leave is not over 5 days, your signed statement requesting this leave is sufficient under article 43.03. Remember though that no employee shall be granted more than 10 days sick leave with pay in a fiscal year based solely on your own statements. What this means: get it certified by your medical practitioner if you are faced with that type of leave requirement.

The corporation does have an internal Attendance Management policy. If they are choosing to utilize that program, they should first be advising each and every employee in your department what that means and what are all the steps of the program. The program cannot take any of your rights away on sick leave in article 43. Those are yours and CPC's contractual obligations. What they can do is speak to you if they have a concerns. Again, they cannot take away your sick leave rights. If they feel that they should be carrying it to a more formal process, they need to start informal and they need to ensure that you know all of the parameters of the program.

Quarantine Periods: With all the different deadly flus going around, there is always the concern that your department might be exposed and either you all require to be quarantined from the general population of the workplace or someone needs to stay at home quarantined from your department and the general population of the workplace. Article 43.07 states that if that is the circumstance and certified by a qualified medical practitioner, your leave will be granted without deduction of any sick leave credits. The corporation would be paying you to stay under medical care away from the workplace so that the virus does not spread.

Confidentiality: As you are all aware, Canada Post has given the contract for holding our confidential and private medical information and administering our sick leave to ManuLife. The only information that the corporation would be involved with is if you and your doctor request accommodation or gradual return to the workplace. This information would not include your diagnosis and/or prognosis. It would include instructional information on how your workplace would change in order to accommodate you or how your return to work would progress gradually to get you back to your full status, whether part time or full time. There is no time limits on how this is done. It is what works for the employee provided the doctor and ManuLife agree. The request would not include what diagnosis was, what the injury was, what is the prognosis for the future. If we take a back injury as an example, it could include time frames of exposure to the workplace to start with, possibly stretching and moving away from the work station at intervals, what stretching exercises would be, possibly how long it will take, possibly recommendations on modifications to your work station. It is not talking about the actual medical condition of the back injury, it is talking about how you can be accommodated so that you are able to perform your duties while at work. Keep this in mind for the future, should you require knowing.

Seniority Lists: There are two seniority lists and they apply to indeterminate employees: one for full time and one for part time. (article 24.02) Seniority Rights are used in your work section for selection of shift and work schedules, choice of vacation periods, application of staffing procedures, selection of vacant positions of a similar nature and job security. (article 24.05) Terms do not have seniority and their choices are only considered after the indeterminates have made their choices. (article 4.04) Our preference is to have all positions indeterminate but there are times when terms are required. Either as a replacement for an indeterminate's leave of absence regardless of the duration or for seasonal fluctuations under 6 months. (article 2.01 (y))

Representation when you have a Complaint: A grievance is a complaint in written form. There seems to be some confusion around that. Should you have a concern or a complaint, an employee should first try and discuss with her immediate supervisor but the supervisor must remind you that you have the right to a representative there during that discussion. Please note that is should not must. The goal is to resolve the issue quickly. There might be occasions where you would need to go outside of the supervisor and you also have the same rights regarding that but you do need to notify your supervisor or manager of the request for that leave (with pay). Again representation is available for you.

Hope you all are enjoying the summer.

In solidarity, Janet May