

Union counter proposal to Employer Global Offer

September 27, 2017



The P.S.A.C. reserves the right to introduce, amend, and withdraw its proposals or to introduce counter-proposals to the Employer's proposals or counter-proposals to the P.S.A.C.'s proposals.

1. Rates of Pay

Effective September 1, 2016	2.5%
Effective September 1, 2017	2.5%
Effective September 1, 2018	2.5%
Effective September 1, 2019	2.5%

Appendix AA

Union proposes that Volume Counters shall be paid at Step 5 and above.

2. Pay Administration

Payment in Arrears-Union agrees in exchange for withdrawal of Employer (ER) concessions.

Union holds to articles 31.04 and 31.07 tabled October 19, 2016.

Acting Pay-Union proposes an LOU clarifying the calculation of Acting Pay, as per LOU on same between CPC-CPAA.

3. Post-retirement benefits

Union holds to article 37.07 proposal tabled October 19, 2016.

4. Health Care, Hospital insurance and Dental Plan

Union agrees to ER proposal and holds to its May 17, 2017 proposal.

5. Bereavement Leave

**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, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with**

~~whom the employee permanently resides. 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, grandparents, grandchildren, and any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

(a) Duration of Leave

**When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.**

- 1. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- 2. When requested to be taken in two (2) periods,**
  - 1. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,**
  - and**
  - 2. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
  - 3. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

~~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) consecutive days which must include the day of the funeral for purposes relating to the bereavement. Notwithstanding the foregoing, on reasonable notice to the Corporation, one of the four (4) days may be taken by the employee at a time that is not consecutive to others, when it is for religious or ceremonial purposes related to the death. In addition, the employee 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, daughter-in-law,~~ brother-in-law, or sister-in-law, *grandparents of spouse*.

(c) Bereavement Leave Concurrent With Other Leave

If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(d) Extension of Leave

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the authorized representative of Canada Post Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than, and in a manner different from, that provided for in clause 42.02 (a) and (b).

6. Vacation Leave for New Employees

40.02 Union holds to its October 19, 2016 position.

40.15 (b) Union holds to its October 19, 2016 position.

7. Leave in Circumstances of Domestic Violence

Union holds to its October 19, 2016 position, New LOU.

## 8. Short Term Disability

Union holds to its counter to the side-letter STDP Program-Application Procedures, July 27, 2017.

**APPENDIX "U"**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CANADA POST CORPORATION**  
**AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA / UNION OF**  
**POSTAL COMMUNICATIONS EMPLOYEES**  
  
**CONCERNING A SHORT TERM DISABILITY PROGRAM**

The following sets out the mutual understanding reached between the parties.

**The Short Term Disability Program – Policies and Procedures, as amended from time to time, shall remain in effect during the term of this agreement.**

**The parties agree that the definitions of the terms “accident” and hospitalization” under the Short Term Disability Program – Policies and Procedures will not unilaterally be amended by the Corporation during the life of this agreement.**

**During the life of this collective agreement, the parties may agree to modify the level of benefits and/or the eligibility requirements provided for under the Short Term Disability Program.**

### **ARTICLE I – PERSONAL DAYS:**

1. Personal Days shall be allocated and used as per Clause 42.11 of the collective Agreement.

### **ARTICLE II - ELIGIBILITY**

1. All indeterminate employees shall have access to short term disability benefits as of their date of hire.
2. Term employees of greater than six (6) months shall have access to short term disability benefits.
3. An employee will not be eligible for short term disability benefits in the following situation

(a) Any period when she is imprisoned;

(b) Any illness or injury due to the commission of, or an attempt to commit, an assault or other criminal offence (subject to conviction in a court of law);

(c) Any illness or injury related to substance abuse, unless the employee agrees to receive ongoing, active professional treatment deemed appropriate for the condition being treated;

**(new1) If an employee is absent from work as a result of an illness, a non-work related accident or hospitalization, and provides the medical information required by the Disability Management Provider:**

**(i) within the first sixteen (16) calendar days he or she shall maintain his or her regular wages. If the employee's claim is approved, the employee will be eligible for benefits from the first date of absence, excluding any applicable qualifying period;**

**(ii) after calendar day sixteen (16), he or she shall maintain his or her regular wages for the first sixteen (16) calendar days, after which he or she shall be on leave without pay until the required medical information is provided to the Disability Management Provider. If the employee's claim is approved, the employee will be eligible for benefits from the first date of absence, excluding any applicable qualifying period;**

**(new2) It is understood that if the employee's claim is denied, the regular wages received by the employee during his or her absence will be recovered from his or her pay. It is further understood that if the employee's claim is approved, the regular wages received by the employee during his or her absence will undergo the applicable reconciliation. In either case, such recovery will not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered.**

### **ARTICLE III – SHORT TERM DISABILITY BENEFITS**

1. An employee can receive short term disability benefits for up to a maximum of thirty (30) weeks after the date of illness or injury.

2. Eligibility for short term disability benefits will be determined by the Disability Management Provider. In order to be eligible for short term disability benefits, an employee must be under the care of a physician, and follow the treatment prescribed by that physician as deemed appropriate for the illness or injury by the Disability Management Provider. The employee is responsible for providing all medical information to the Disability Management Provider.

3. The qualifying period to be eligible for short term disability benefits is as follows:

- a. Accident: 0 days
- b. Hospitalization: 0 days
- c. Illness: 7 calendar days

4. Should an employee become hospitalized prior to the end of the Qualifying Period, short term disability benefits are payable as of the date of hospitalization.

5. In the event of illness, an employee may use her Personal Days until the short term disability benefits commences on the eight (8th) day following the first day of missed work due to the illness. If or once an employee's Personal Days have been exhausted, and so long as the employee is ultimately approved by the Disability Management Provider for short term disability benefits, the employee may during the qualifying period use her sick leave credits accumulated up to December 31, 2009. As of January 1, 2010, all sick leave credits accumulated up to December 31, 2009, will be converted to "top up credits" on an hour for hour basis.,

6. Employees who are approved for short-term disability benefits, shall receive the following benefits:

- a. During the first 15 weeks of their illness or injury (excluding 7 calendar day waiting period, if applicable), 70% of their salary. As well, employees can use their top up credits, to top-up short-term disability benefits to 100% of their salary.
- b. For the remainder of the 30 week period of their illness or injury, they shall receive the difference between 70% of their salary and their Employment Insurance payment. As well, employees can use their top up credits accumulated up to of December 31, 2009, to top-up short-term disability benefits to 95% of their salary.

7. To top-up their short-term disability benefits, an employee's top up credits will be used at the rate of 1 hour of top up credits for every 1 hour required to top up short term disability benefits from 70% of the employee's salary to 100% or 95%, as the case may be. For example, a full time employee would typically use 2.25 hours to top up at 100% of her salary.

8. Should the disability continue for a period exceeding 15 weeks, the employee shall apply for Employment Insurance benefits. If the employee is approved, she will receive benefits as per Part I of the Employment Insurance Act (currently 55%

of an employee's salary, to ~~a~~ **the** maximum of \$435.00 per week **allowable under the Employment Insurance Act**). This will be topped up as per paragraph 6b. above.

9. All short term disability benefits paid to an employee are income for income tax purposes.

10. An employee's short term disability benefits will be reduced by any income received by the employee from the following sources:

- a. Earnings from other employment, unless the employee can show proof that this employment predated their injury or illness;
- b. Benefits payable under any Workers' Compensation program, where such a reduction is permitted by law;
- c. Benefits from no-fault government insurance or automobile insurance, where such a reduction is permitted by law
- d. Any other disability or retirement benefits, severance payments, or salary continuation benefits resulting from employment.

11. Where permissible by law, all employees will be subject to Canada Post's right of subrogation, as per the terms of the Short Term Disability Plan Document.

12. Employees must comply with, and participate in any rehabilitation program recommended by the Disability Management Provider, in order to continue to receive short term disability benefits. A rehabilitation program may include modified hours and/or modified duties of the employee's job, or other reasonable alternatives proposed by the Disability Management Provider.

13. Any short term disability benefits payable to an employee will cease on the earliest of:

- a. The date on which the employee ceases to be disabled;
- b. The date on which the employee engaged in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation.
- c. The date on which the employee fails to furnish satisfactory proof of continued disability.
- d. The date on which the employee refuses to participate in a disability management program or to take up rehabilitative employment



considered appropriate by the disability management provider.

14. All monies payable under this Short Term Disability Program shall be payable in Canadian dollars.

#### **ARTICLE IV – RECURRENCE**

1. All recurrences of illness or injuries will be dealt with as per the terms of the Short Term Disability Program.

#### **ARTICLE V – TERMINATION OF BENEFITS**

1. An employee's short term disability benefits will be terminated if she fails to comply with any requirements of the program, as set out in the Short Term Disability Plan Document.

#### **ARTICLE VI – APPEAL PROCESS**

1. An appeal is a written request from an Employee to revisit the decision on her file. The appeal process is designed to provide an objective review of the decision made and provide the Employee with the opportunity to provide additional medical information.

If an employee avails herself of her right to appeal, she will be entitled to short term disability benefits during the time it takes to come to a determination at first appeal (level 1 appeal). If the appeal is denied, the Corporation shall recover any overpayment from the employee's pay, but such recovery shall not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered. Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding may be recovered in full from the final pay.

##### **2. Level 1 Appeal**

The employee must submit a written intent to appeal to the Disability Management Provider within 7 calendar days of the original decision having been communicated to the employee.

The employee must provide to the Case Manager with any additional medical information that the employee wishes to submit or that has been requested by the Case Manager within 30 calendar days from the notice to appeal.

The Case Manager will review the additional medical information with the Disability Management Provider's Medical Consultant to clarify the diagnosis, prognosis and treatment plan.

The Case Manager will review the Employee's list of barriers and medical information with the Disability Management Provider's Claims Specialist.

The Disability Management Provider's Claims Specialist will provide a decision and recommendations.

### 3. Level 2 Appeal

If the employee disagrees with the decision of the Disability Management Provider's Claims Specialist and continues to present medical barriers or wishes to present further medical information, the following process will be followed:

The employee must submit a written intent to appeal to the decision of the Disability Management Provider's Claims Specialist within 7 calendar days of the decision having been communicated to the employee.

The Case Manager will follow the process outlined in 2. above, and review with the Case Manager Supervisor for further determination.

### 4. Independent final review

Once an employee has been advised in writing that their second appeal has been denied, the employee or her authorized representative has 10 working days to advise the case manager **and the Alliance**, in writing, of the intent to appeal. ~~An independent occupational health specialist shall review the claim, including any further information provided. The claim documents will include a release that the employee may sign to authorize a union representative to represent the employee's interests during this final review.~~ **In order to proceed to final review, the employee must sign a release authorizing a representative of the Union to represent the employee's interests during the final review.**

**The Alliance will have 30 working days, after receipt of the entire case file from the case manager, to provide further information to the case manager.**

An independent occupational health specialist shall review the claim, including any further information provided. The occupational health specialist shall have the authority to hold a hearing. The decision of the independent occupational health specialist shall be final and binding upon both parties, without creating a precedent, and shall not be subject to the grievance procedure under the collective agreement.

~~The occupational health specialist shall have the authority to hold a hearing.~~

~~If the parties are unable to agree on an independent occupational health specialist within 15 working days from the notice to appeal, either party can make a request to the Minister of Labour for the appointment of an occupational health specialist to make a final review and determination.~~

~~The decision of the independent occupational health specialist shall be final and binding upon both parties, without creating a precedent, and shall not be subject to the grievance procedure under the collective agreement.~~

The fees and expenses of the independent occupational health specialist, including the costs of the hearing if any, shall be shared equally between the parties.

If the parties are unable to agree on an independent occupational health specialist within 15 working days from the notice to appeal, either party can make a request to the Minister of Labour for the appointment of an occupational health specialist to make a final review and determination.

## 9. Personal Days

- Union agrees in principle.
- Union submits a revised proposal on 42.11, as per below.
- Union withdraws its 42.22 Volunteer Leave proposal.
- Union holds to its proposal on 42.11 (Personal Days) of October 19, 2016.

### 42.11 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as **father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, parents (including step-parents or foster-parents), grandparents, grandchildren, and any relative residing in the employee's household or with whom the employee permanently resides or for whom the employee has a duty of care, irrespective of whether they reside with the employee..**
- (b) The Corporation shall grant leave with pay under the following circumstances:
- (i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
  - (ii) for the temporary care of a sick member of the employee's family.
- (c) Employees shall be granted Personal Days with pay as set out below, and ~~employees who have exhausted their Personal Days,~~ **may shall** be granted under 42.11 (b) above and 42.03 (a) and (b) a

maximum of two (2) days in any one fiscal year.

#### 10. Job Security

- Union declines ER proposal on Job Security.
- In exchange, Union is prepared to offer an LOU outside of the collective agreement to resolve surplus issues with employees.
- Union will also be willing to withdraw its proposals with respect to the elimination of the two tier systems.
- Union holds to article 28.01 proposal tabled October 19, 2016.

#### 11. Service Expansion Innovation and Change Committee

- Union declines, as this is linked to the Job Security clause.
- Union willing to discuss changes to Appendix M as it relates to the monetary amounts attached to this Appendix, including using some of these funds in joint work to resolve outstanding surplus issues.
- Union holds to article 7.01 proposal tabled October 19, 2016.

#### 12. Duration

Union agrees.

#### 13. Final Offer Selection

Union declines.

#### 14. FI Classification

Union reviewing.

#### 15. Staffing

Union declines.

Union amends its article 27.14 proposal tabled October 19, 2016 with the following amendment:

##### **27.14 Position Occupancy Requirement**

**(a)** When an employee is in a position as a result of a voluntary movement, there shall be a minimum occupancy requirement of twelve (12) months prior to being considered for any new position. In the event that the employee is filling a temporary vacancy, then the minimum occupancy requirement shall be for the

duration of the vacancy, inclusive of any extension(s), for a period of up to twelve (12) months. The minimum occupancy may be waived by the Corporation.

**(b) Notwithstanding the above language, this restriction shall not apply to employees who are being promoted to a different position. For the purposes of this article, promotion refers to employees who are moving from a lower to a higher position, from part-time to full-time, or from term to permanent.**

#### 16. Employee Lists

Union agrees.

#### 17. Staffing Lists

Union agrees.

#### 18. Seniority

- Union agrees to the deletion of 24.06 (c).
- Union agrees to the addition of 24.08 NEW on the condition the following sentence is added at the end of the paragraph:

**The Corporation will not frustrate this clause by creating an artificial break in service for members working outside the bargaining unit.**

- Union declines 24.09, as it relates to Job Security.
- Union proposes the following NEW language under Article 24:

**24.12 Seniority Tie-breaker**

**The Employer shall assign random, ranking numbers to employees for the purposes of seniority tie-breaker.**

#### 19. Registration Fees

- Union agrees to the deletion of the reference to Applicable Designations.
- Union declines 52.01 (b).

#### 20. Housekeeping

Union agrees, with the exception of the following articles, which are under review by the Union:

- 29.03

- 36.01 (b)
- Various #1
- Various #2-awaiting List from ER.

#### 21. Other Leave With or Without Pay

Union agrees in principle, pending final review of language.

#### 22. New Job Evaluation Plan

Union agrees in principle, pending final review of language.

#### 23. Standby

Appendix E, Union agrees.

Union withdraws its article 34.02 (a) proposal, tabled October 19, 2016.

#### 24. Corporate Team Incentive and Individual Performance Incentive

Appendix K, Union agrees with the following amendment:

~~The Corporation may modify any of the terms and conditions of the Corporate Team Incentive Plan and the Individual Performance Incentive Plan or modify the performance appraisal rating scale for the then current or subsequent fiscal year(s) following consultation with the Alliance at the National level at least sixty (60) days prior to the implementation of such changes.~~

#### 25. Human Right & Workplace Conflict

Union declines ER proposal in its current form, and proposes renewal of Appendix S.

#### 26. Appendices

Union agrees to renew the following Appendices:

- B
- C
- G
- H
- I, as amended
- J, as amended
- N, as amended
- O, as amended by Union in its article 37 proposal of May 17, 2017.
- P

- Q
- R, renew without ER amendments.
- T
- V
- W

The following Appendices are outstanding:

- A
- AA
- D
- E
- F
- K
- L
- M
- S
- U

#### 27. Appendice to Annexe

Union agrees.

#### 28. Pension

The Union holds to its proposal of February 23, 2017.

#### 29. Past practices

The Union is reviewing the ER's letter of October 18, 2016.

#### 30. Definitions

Union holds to article 2.01 (iv) tabled October 19, 2016.

#### 31. Union Withdrawals

- 15.02 (b) (ix).
- 35.02
- 35.4

#### 32. Onsite Daycare

Union wishes to discuss the issue with the ER.