



2012 NEGOTIATIONS

with

CANADA POST CORPORATION

UNION BARGAINING PROPOSALS

September 27 2012

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 2 - INTERPRETATION AND DEFINITIONS

Amend as follows:

(XX) *“day” means a calendar day unless otherwise specified;*

(XX) “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, grandparents, grandchildren, and any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

(e) RESERVE

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.*

ARTICLE 6 UNION RECOGNITION

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 8 - ~~CHECK-OFF~~ UNION DUES ADMINISTRATION

There have been chronic problems with the administration of Union dues remittances. In particular, the Union wishes to discuss articles 8.01 and 8.07 in the context of the repeated errors in dues collection for volume mail counters. The Union reserves the right to table additional proposals after such discussions.

ARTICLE 9 - INFORMATION

9.01 Employee Lists

The Corporation agrees to provide *in an electronic format*, on a semi-annual basis, within five (5) working days of January 1st and July 1st of each year:

- (a) to the Local, a list of the name, classification, *work email* and work location of each employee in the bargaining unit;



- (b) to the National President ~~and each Regional Director~~ of the Component, a complete set of approved organizational charts;
- (c) to the National President ~~and each Regional Director~~ of the Component, a list of bilingual positions by class, level and location.

Further, the Corporation agrees to provide to the National President of the Component the full name and current mailing address of each employee in the bargaining unit. This shall be provided in an electronic format, within five (5) working days of January 1st on an annual basis.

ARTICLE 10 – APPOINTMENT OF UNION REPRESENTATIVES

ARTICLE 14 - 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.

14.03 (d) Abuse of Authority

Abuse of authority is considered harassment under this Article. Abuse of authority occurs when an individual improperly uses the power and authority inherent in her position to undermine an Employees ability to perform their job properly or in any way interferes with the career or career aspirations of the Employee. It includes intimidation, humiliation, threats, and or coercion.

14.07 Right to File Complaints With the Canadian Human Rights Commission

An Employee who believes that 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.

14.08 No Reprisal

No reprisal shall be exercised against an Employee because she filed a complaint or grievance in accordance with Article 13 or 14.

ARTICLE 15 - HEALTH AND SAFETY

The Union wishes to discuss the critical issue of Psychological Health in the workplace and the need for a comprehensive plan to ensure a psychologically healthy workplace. The Union reserves the right to table proposals after this discussion.

15.02 (b) The Union wishes to discuss this sub-article in more detail and reserves the right to table proposals after that discussion

ARTICLE 19 - GRIEVANCE PROCEDURE

Amend as follows:

19.04 (h) Use of Office Space

The Corporation shall make available to the Union a private, secure office or boardroom where an Employee can meet with her Alliance Steward to discuss any complaint or grievance under Articles 13, 14 and this Article.

19.10 Distribution of Grievance Copies

When a grievance is submitted, the Corporation's authorized representative shall immediately sign and date all copies of the grievance. Grievances submitted, and replies thereto, shall be distributed forthwith by the Corporation as follows:

- Copy 1: to Management
- Copy 2: to Management
- Copy 3: to National Office of the U.P.C.E.
- ~~Copy 4: to Regional Vice Presidents of the U.P.C.E.~~
- Copy 5: to local of the U.P.C.E. Alliance
- Copy 6: to the Employee

19.17 (g) List of Arbitrators

RESERVE

ARTICLE 24 - SENIORITY

24.05 Seniority Rights

The Union wishes to discuss the current practice with regards to 24.05 (a) and 24.05 (b) and reserves the right to table proposals after that discussion.

24.07 Accumulation of Seniority

A regular employee retains and accumulates seniority in the following cases:

- (a) absence due to injury on duty under Article 42;
- (b) leave without pay in accordance with clauses 42.13 (Leave Without Pay for Personal Needs), 42.14 (Leave Without Pay for *Long- Term Elder Care and the Care and Nurturing of Children*) ~~42.14 Leave~~ and 42.16 (Leave Without Pay for Relocation of Spouse), ~~provided such leave is for a period of three (3) months or less, and seniority will only accrue for the first three (3) months of such leave.~~
- (c) all absence or authorized leave provided by this collective agreement, with the exception of the items stated in Clause 24.08.

24.08 No Accumulation of Seniority in these instances

~~The Employee retains but does not accumulate seniority in the following cases, where the period of leave exceeds three (3) months:~~ *In the following cases where the period of leave exceeds three (3) months, the Employee shall accrue seniority for the first three (3) months and shall retain her seniority for the remainder such authorized leave:*

- (a) Clause 42.13 (Leave Without Pay for Personal Needs) ;
- (b) Clause 42.14 (Leave Without Pay for *Long- Term Elder Care and the Care and Nurturing of Children*), except for the period(s) of leave provided for in Division VII of the Part III of the Canada Labour Code:
- (c) Clause 42.16 (Leave Without Pay for Relocation of Spouse).

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.

25.07 Wash-Up Time and Contact Centre Preparatory and Wrap-Up Time

- (b) The Union wishes to discuss the application of this Clause and the Union reserves the right to table proposals after those discussions.

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 seventy two (72) 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 seventy two (72) 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.*

- (h) *For all Part-time and Term Employees who are regularly scheduled to work twenty-five (25) or more hours per week at the date of signing of this Agreement, reductions in the hours of work shall not exceed five (5) hours per week in any twelve (12) month period.*

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

(j) *“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 ~~which should~~ *shall* be provided within 15 days ~~and,~~ shall include the reason therefore.

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 twenty four (24) months~~ from the date they are acknowledged and may be renewed by the Employee at the expiration of each ~~twenty four (24) month period.~~ *until the employee is transferred or until she withdraws her name from the list.*

27.14 Position Occupancy Requirement



When an Employee is in a position as a result of a voluntary movement, there shall be ~~a no~~ minimum occupancy requirement ~~of twelve (12) months~~ prior to being considered for any ~~new~~ other 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.~~

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 March 24th 2009,~~ 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.

28.03 Notification in Writing

The surplus Employee shall be notified in writing and a copy of the notice shall be forwarded to the ~~Regional Director~~ *Local President* of the Union of Postal and Communications Union and to the National Office of the Component.

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:

- (e) RESERVE - Union wishes to discuss the Corporations current practice and reserves the right to table proposals after that discussion

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

ARTICLE 31 – PAY ADMINISTRATION

31.07 Red Circling

Union wishes to discuss the Corporations current practice and reserves the right to table proposals after that discussion

31.12 Recovery of Overpayments

~~When an Employee has been overpaid for two or more consecutive pay periods through no fault of her own~~ Any overpayment incurred shall be *recovered in the following manner: if the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. If the Employee advises her local management that the stated recovery action will create a hardship, Recovery will not exceed ten percent (10%) of the Employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.*

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 float day which will be either January 2 or a day to be scheduled in a manner consistent with annual leave scheduling as described in Article 40.*

39.02 Eligibility for Pay on a Designated Holiday

- (a) **RESERVE**
- (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.
- (c) Any overpayment incurred as a result of the application of Clause 40.16 (a) shall be *recovered in the following manner: if the overpayment is in excess of fifty dollars (\$50.00), the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Recovery will not exceed ten percent (10%) of the employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.*

~~an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any future payment of salary.~~

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

- (a) 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.
- (b) Part-time Employees who are Negotiations Committee Delegates

A part-time employee who is a negotiating committee delegate shall be deemed to be full time for the purpose of Clause 41.09 (a). All salaries and benefits paid while on leave under this clause shall be based on a 37.5 hour work week for the duration of bargaining as described in 41.09 a). Such salary and benefits shall not be subject to any overtime.



~~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.

41.12 Alliance Executive Meetings, Congress and Conventions

On receipt of reasonable advance notice, the Corporation shall grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.

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~~ *with* 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 ~~with~~ 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.~~

41.18 Part-time Employees

A part-time employee who is granted leave under Clauses 41.11 (Full-Time Union Officers), 41.12 (Alliance Executive Meetings, Congress and Conventions), 41.13 (Representatives' Training Courses) and Clause 41.16 (Conference and Seminar Delegates) shall be deemed to be full time while on such leave. All salaries and benefits paid while on such leave shall be based on a 37.5 hour work week for the duration of the leave. Such salary and benefits shall not be subject to any overtime.

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, grandparents, 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 to be taken at her discretion, excluding designated paid holidays and* 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)~~ *two (2) day's bereavement leave with pay, for the purpose related to the death of the Employee's son-in-law or daughter-in-law, grandparents-in-law, brother-in-law, or sister-in-law.*

42.07 Parental Leave

The Union will be tabling proposals with the Employer in respect of 42.07, Parental Leave Without Pay and top up to 93% of salary.

42.11 Leave without Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as *per Article 2 xx "immediate family" spouse (including common law spouse resident with the employee), dependent children (including children of legal or common law spouse), 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.*
- (d) The Union wishes to discuss Personal Days and reserves the right to table proposals after that discussion.

42.13 Leave Without Pay for Personal Needs

- (e) Leave without pay granted under (b) *shall for the first three (3) months be included in the calculation of "continuous employment" for the purpose of calculating severance pay and any applicable pay increment and vacation leave for the Employee involved. The remaining period of such leave shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the Employee involved. Time spent on such leave shall not be counted for pay increment purposes.*

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

- (d) Leave without pay which is for a period of more than three (3) months, granted under this clause, *shall for the first three (3) months be included in the calculation of "continuous employment" for the purpose of calculating severance pay and any applicable pay increment and vacation leave for the Employee involved. The remaining period of such leave shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the Employee involved. ~~Time spent on such leave shall not be counted for pay increment purposes.~~*

42.16 Leave without pay for Relocation of Spouse

- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, *shall for the first three (3) months be included in the calculation of "continuous employment" for the purpose of calculating severance pay and any applicable pay increment and vacation leave for the Employee involved. The remaining period of such leave shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the Employee involved. ~~Time spent on such leave shall not be counted for pay increment purposes.~~*

42.17 Pre-retirement Leave

- (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 personal 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.

ARTICLE 43 - SICK LEAVE WITH PAY/SHORT TERM DISABILITY PROGRAM

The Union wishes to discuss the Short Term Disability Plan and reserves the right to table proposals after that discussion.

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, BILINGUAL BONUS, 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
- Bilingual Bonus
- 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, K and M of the parties' current Agreement.