

# Association of Postal Officials of Canada



«Unite all officials of Canada Post Corporation and contribute to an orderly and constructive relationship in the interest of our members»

## WHAT YOU NEED TO KNOW (About Negotiations & Job Evaluation)

Dear Colleagues.

During our final discussions with the Corporation we were confident that we would achieve a Memorandum of Agreement. This would offer you the opportunity to vote on it. Unfortunately, a major topic continued to remain outstanding - Staffing. For this reason, we were forced to proceed to interest arbitration, which had the effect of taking away your right to ratify/vote.

I know that many of you have a lot questions and so far many of those questions have not been answered. In this bulletin I will attempt to answer those questions.

### Staffing:

Our position was to maintain the status quo for staffing. What I mean, is that the new OP1 classification, would be based on the current staffing of the AP1 & AP2 classifications and the new OP2 and OP3 classification would be based on the current staffing of the AP3, 4 and 5 classifications. The Corporation was seeking to make a significant change to the staffing process; each time one of our Members bid, that Member would have to stay in the new position for 1 year before being able to bid again (resetting the clock after each bid). The Corporation was also prepared to change the requirement of having a commendable performance appraisal for 2 consecutive years instead of 3 years for the OP2 and OP3, as it applies in the Criteria for Steps 1 and 2 (Expression of Interest and Priority List). The Corporation stated it required the resetting of the clock after each bid to obtain stability, as there has been a lot of movement of our Members in the last few years. We stated to them that this was normal given the addition of about 600 new positions and the large number of departures due to retirement. The Corporation also confirmed to us that we have had a significant decrease in the amount of movement of our Members compared to the past few years.

This resetting of the clock would have a tremendous impact on our Members. For example, if you are working on the dock on the night shift, and a better position becomes available on your shift; you are entitled bid and be awarded the new position. A month later, a day shift position becomes available, you have the seniority for it, unfortunately the Corporation wants to ensure that you will not be eligible because you will have to stay a year in the position that you bid for a month ago.

Another example, you are working in a Postal Station at the other end of the City. You bid in a Cell in the same Station, six weeks later a position is open in a Postal Station which is two kilometres from your home. Once again, you will not be eligible to bid as per the Corporation's proposed change.

The change from 3 to 2 years with respect to the commendable performance appraisal (OP2 & OP3 Criteria...) was not seen as a significant factor compared to the time you had to stay in your position to be eligible to bid.

We believe that stability is important for the Corporation and the Management Team; however we do not believe we should be penalized for circumstances that we do not control (positions deleted, high number of projects, delays in staffing etc.). We are ready to work with the Corporation to be sure that the staffing process is managed and that there are no abusers of the system. But we will not give up this right that our Members have enjoyed for many years.

**The decision:**

Arbitrator Picher has released his decision and he has awarded in favour of the Corporation. If you read the last collective agreement, the wording of Articles 43.12.4 - 43.29.5 – 43.35.4 – 43.43.3 – 43.52.5 will be changed and the words “or performed the same or substantially similar work in their present section” will be removed. What does this mean; for an OP1 and Sales1 & Sales 2 you will have to remain in your present position for 1 year before being able to bid again. OP2, OP3, Sales3, Sales4, Sales5 and Sales6 you will have to stay in your present position for 2 years before being able to bid again.

**Job Evaluation:**

Now let's clarify what happened with the new classifications. The Association worked with the Corporation during most of the steps to create the new job evaluation plan. We had prepared, as a team, the questionnaire that we tested a number of times in the field. In July 2008, after a few months without meeting with the Corporation, we discovered that the Corporation had unilaterally changed the questionnaire. After many discussions with the Corporation, we were told by the Corporation that we were not qualified to assist them with this part of the creation of the new job evaluation plan. Notwithstanding all of our attempts, it was clear that the Corporation's position was that they did not want us to challenge their decisions. Nevertheless, we made many attempts to be heard and subsequently, we re-evaluated the questionnaire and were successful in making some changes.

We then moved onto the “factor” and assigning “degrees”. After agreeing on the ranking of the degrees within the factors, the Corporation (AGAIN WITHOUT OUR INVOLVEMENT) began to attribute points (values) where it was important for them. This had the effect of providing more points to certain positions and skewing the ranking of positions. It was at this point that the Association saw a major change in the levels from our existing positions.

The Association was not asked to participate at this phase, which is in fact consistent with the role played by other unions in the job evaluation process. Article 42.2 is clear, “ The Corporation agrees that the Association will participate in the joint development and implementation of any new job evaluation plan”. However, the only part where the Association gets the right of negotiation is stated in 42.3, “If, during the term of this agreement, a new job evaluation plan is established, and implemented by the Corporation, the Corporation shall, before applying rates of pay to new classification levels resulting from the application of the plan, negotiate such rates of pay with the Association”.

The Corporation strongly believes that the majority of the tasks of our Operations Support Members can be done either by new employees or by someone who comes in from the street. You need to be really disconnected from the reality of how this Corporation operates to believe this. While improvements to the software programs in place are good, it cannot replace the knowledge and the logic of our experienced Members. The Association strongly opposed this change, but who are we to speak on this topic, after all only 4 of the 6 members of your bargaining team come from the Operations Support group. We proposed that separate classifications for the Operations Support group be created. This would also include the Members from Serve. The Corporation disagreed with this proposal.

After numerous discussions, we were successful in convincing the Corporation to reduce the number of classifications from 4 to 3 (do I really have to tell you what groups of positions were at the lowest level...). We were also successful in increasing the salaries for some of the salary bands, in guaranteeing salary protection for the Members whose positions are to be placed in a lower classification level and in guaranteeing that they will receive their salary increase in the form of an annual pensionable lump sum. The appeal process agreed to will also allow each Member the opportunity to seek a revision of their classification level. This is why in the end we agreed with the new Job Evaluation Plan.

Through the appeal process it will be interesting to see who is doing what – and without knowing it if what they are doing really belongs to someone else? There are certainly some positions where our members are managing employees that are not accurately recorded in SAP. We are sure that certain Association positions will be revised to a higher classification level.

Also, members will now be able to transfer as per Article 43.12 to those Mail Support positions which now are classified at the OP1 level.

**Conciliation & Interest Arbitration:**

The Association pushed the process to Conciliation because we were not progressing any further utilizing Interest Based Negotiations. We remained deadlocked on the salary bands of the SL4, the amount of the annual wage increase, the salary bands for the SL2 and SL6, part of the short term disability program, vacation leave, staffing and the performance management process.

While Conciliation itself proved not very productive we did manage to agree on the SL4 salary and the performance management process. We also had slight movement on the % of the annual increase. However, the Corporation provided no movement on the other topics.

We therefore made the decision to apply the provision of article 11.4 and to refer all the outstanding matters to an Arbitrator for final offer selection.

At that point, we could have asked our Members to vote on the Corporation's proposals. However, this would mean that we would have had to accept the Corporation's last offer, which your bargaining committee considered sub-standard. We knew that it was likely that a majority of our Members would likely vote in favor (given the gains that the majority would receive with respect to certain proposals, especially the new salaries) without looking at the tremendous loss for some Members and other losses for everyone. We did not want to see the new salaries be the driving force for the majority and at the expense of the other Members and the remaining issues.

At the Forum in Calgary and in other areas, the President & CEO of the Corporation told the participants " I think that we have made what is a very, very good offer and it is making the APOC Executive get cold feet, they may be looking for an Arbitrator to make the decision for them. The biggest problem that we have is our Leadership, where the Executive may be afraid to put it to you but prefer to put it before an Arbitrator".

We were extremely disappointed to hear those comments from our "Partner". Everyone wanted to have a negotiated contract and we would have been pleased to recommend a Memorandum of Agreement to our Members for ratification. But we would only do if it was a good deal for all our Members.

We had to make the right decision and we made it based on all the changes... not only on the dollar signs we saw flashing before us but, also knowing the effect that all the issues would have on our Members. It was our job to look at everything. Did we get everything we wanted? No. Did they get everything they wanted? No. At this point, we had to decide what would pass and what would not pass before the Arbitrator. Don't forget, the Arbitrator had to pick one of the two packages. Some people may not be happy with our decision and so be it, however, we believed that this was the best decision for all our Members.

This is why the decision was made to go to Arbitration and you were not asked for a vote. If you had been asked to vote, each of you would have looked at what's good for me...that's what we all do...not necessarily what good for the others. Let's see what else was on the table at that time.

The SL2's new salary would have had them losing approximately \$300.00 per pay and the SL6's would have lost close to \$190.00 per pay (YES, PER PAY...). The Corporation's proposal was that their salary would be reduced and that their (Individual Sales) bonuses would be increased (SL2 from 5% at target to 29.33% and from 3.75% to 64.67% at maximum and SL6 from 12% to 29.33% at target and from 6.75% to 63.66% at maximum). Those numbers may look good however, only 30% of our Members were at target last year.

Do you really believe that the majority of our Members would think of the SL2's and SL6's at the time of voting?

Dealing with the discussions about our annual wage increases, the Corporation's initial proposal was 1.5% for each year of a 5 year collective agreement. In May, the Corporation increased it to 1.5% for the first 2 years and 1.9% for the last 3 years. At the time, the majority of the Members would only have been looking at the % increase and the new salary bands. No doubt, because of the large increase of the salary band for the OP1 classification, the decision of the majority of our Members (AP1) would be guided by this issue and this issue alone. Our AP1 Members reclassified as OP1, our AP2, AP3 and AP4 Members reclassified to OP2 and the AP3, AP4 and AP5 Members reclassified to OP3 would in all likelihood have voted in favour.

Do you really believe that the majority of our Members would reject a collective agreement that was good for them and had a negative impact on a minority of the membership?

The Association is duty bound to represent and protect all our members and it is an obligation we will not waiver from. While we have clearly heard from some of you your displeasure with the Association in respect to where the new classifications place you, understand that it has always remained our mandate to protect the salary and pensionable benefits of those members impacted. However, it is not our mandate to agree with the Corporation in how they decide to value those members who play a critical role in supporting the Corporation to be successful.

As you can see, our discussions between the time we notified the Corporation of our intent to proceed to arbitration and the day of the arbitration, some progress has been made.

### **Why we didn't put this to arbitration?**

We need to remember that the Arbitrator is choosing between the full packages of one of the two parties. The Team needs to decide what topics would pass and what topics wouldn't. The Arbitrator looks to recent decisions in comparable industries.

### **Wage increases:**

When you look at the last 6 months of all collective agreement results, you will see that the increases are between 0 and 1.5%. In some, employers have stopped adding money to the pension plan. Yes, UPCE received 2.5% at the end of 2008; however, many things have changed since then. The Arbitrator will look what was done in the past months in comparable industries (Government and Crown Corporation). We also believed that the new salary bands would have an influence on him. You will also find that since June, we successfully negotiated to raise the minimum salary band of an OP1 by 1% and the maximum of the salary band of an OP1, 2 and 3 by 1%.

### **Vacation Leave:**

When you look around, you don't see many companies with a 7<sup>th</sup> week of vacation leave. We could have lost this provision... instead, we chose to insure this entitlement continue for all existing members as of April 1, 2009. The Arbitrator would have looked at the comparables in industry.

### **Sales 2 and Sales 6:**

Here again the Arbitrator would look to the comparable industries. Sales Reps are paid on a commission or bonus basis, the salary base is normally lower. The two salary bands that we negotiated were the best alternative given the circumstances.

### **Part of the Short Term Disability Plan:**

We clarified many aspects of the Plan to be sure that our Members would be protected. The involvement of the Association at the critical points of the process was very important to help our Members. This is what we were looking for and achieved.

### **New Job Evaluation Plan Salary Bands: Sales 4**

The new salary band for the Sales 4 is a little bit lower than we had hoped for. But, our Members will receive the same pensionable lump sum until the salary band reached their salary. This is what we were looking for.

### **Performance Management Process:**

The involvement of the Association was a critical point, especially when the Corporation is looking to modify the process. We were also successful in including the process into the Collective Agreement. This is what we were looking for.

I trust this information has helped you understand what occurred during the negotiations period and why the outstanding issue brought forward to the arbitrator was – Staffing.

François.

## **PERFORMANCE IMPROVEMENT PLAN**

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Every year we have members experiencing work performance deficiencies.

The majority of them are placed on a (P.I.P.) and do not understand the purpose of this program. Your Employer must meet with you to develop an improvement plan. Then, he must give you the proper tools and provide coaching to help improve your working abilities.

Your Employer must conduct a formal review of your progress on a monthly basis. Be prepared for these meetings; they are to be taken seriously because if there is no improvement on your part, or if you treat this matter lightly, in extreme cases, you could lose your job.

Unfortunately, every year we deplore the dismissal of our members. Do not think that you have immunity because of your years of service, this happens to our members with 1 to 35 years of service. There are more appropriate ways to leave ones job.

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