

RSMC Negotiations

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Negotiations to Continue

Following a short break at the end of December, the Negotiating Committee has returned to Ottawa to continue their work of trying to obtain a negotiated collective agreement that both meets the financial needs of the membership and addresses the workplace problems they face on a daily basis. This work includes compiling information in support of the demands of the membership for presentation to the employer's Negotiating Committee or to an interest arbitrator, if the parties are unable to achieve a negotiated collective agreement.

Two meetings have been scheduled with the employer during the week of January 10 – 16, 2010. The first meeting is scheduled for Monday January 11, 2010 to deal with Union demands 29 (coverage of unstaffed routes after use of available Relief Employees and Replacement Workers) & 30 (employing Replacement Workers, Helpers and Assistants to fill vacant routes prior to hiring from outside the Post Office) and the employer proposals concerning "housekeeping and minor issues".

The second meeting, which is scheduled for January 12, 2010, will deal with both the Union and the employer proposals concerning benefits (drug plan, vision & hearing plan, dental plan etc.).

UNION REQUESTS IMMEDIATE IMPLEMENTATION OF SOME DEMANDS

By letter dated December 22, 2009 the Union requested that a portion of the \$ 15,000,000 which the employer has indicated is available for 2010 be used as soon as possible to improve the wages and benefits of the RSMC membership. By using a portion of the available financial cap monies in this manner, to provide some immediate benefit for the membership, both parties would still have the opportunity to continue negotiations, or proceed to interest arbitration, about unresolved issues. The Union intends to follow up this letter through discussions with the employer at the January 12 meeting.

EMPLOYER'S LETTER

By now most of the membership will have received a letter from the employer's Senior Vice-President, Human Resources, which attempts to explain some of the employer proposals. The first thing the letter does is confirm that few, if any, of the employer proposals actually address the workplace problems being experienced by the membership. This is evidenced by the facts that all the issues addressed in the letter simply speak to the allocation of financial cap monies, which amounts were agreed to by the parties in 2003.

The letter also fails to completely explain the employer proposals. For example, the employer is continuing to insist that an improvement in personal leave entitlements will only occur if the Union accepts the employer's proposed short term disability plan (STD). The Union has advised the employer a number of times that an agreement on improving personal leave entitlements is not, and should not be, tied to the Union's acceptance of the employer's unacceptable short term disability proposal. The fact that personal leave has no connection to a short term disability plan is evidenced by the fact that clause 19.04 currently provides for personal leave in the absence of a short term disability plan. The other important factor missing from the employer's letter, and the presentations made to the Negotiating Committee, is that the employer has not provided any costing for the STD. It is therefore impossible to determine what impact the implementation of an STD would have on other financial issues.

Another example of the employer's apparent lack of candour is when it indicates that the corporate drug plan will be provided "... to all RSMCs who meet the eligibility requirements." What this comment fails to explain is that included in the employer's proposal is the eligibility requirement that members must work at least twelve hours per week. This requirement would eliminate approximately 345 route holders, and some relief employees, from the plan. The employer's letter also does not indicate that the employer proposal would differentiate between RSMC and Urban Operations members by requiring RSMC members to pay much higher premiums and not allowing them the option of opting in and out of the plan.

Finally, with reference to the "recognition payment" and "Corporate Team Incentive" proposals the employer has not provided a reasonable explanation as to why the Union or the membership should accept proposals that would use monies already available to the membership through the financial cap to pay for productivity improvements, which are unilaterally defined by the employer.

MEMBERSHIP MUST STAY INVOLVED

The obvious intent of the employer's letter is to attempt to weaken the solidarity of the membership's support of their negotiating demands. While the Union believes that some of the employer proposals are generally acceptable, and has so indicated in its global offer of December 2, 2009, it remains convinced that the demands made by the Union better address the needs of the membership. It will therefore continue to pursue those demands. In order for the Union and the Negotiating Committee to successfully obtain a satisfactory collective agreement the membership must stay involved in the process by staying informed of events transpiring at negotiations and participating in activities initiated by the Union.

In solidarity,



Donald Lafleur
Chief Negotiator and
4th National Vice-President