

27915-C

CANADA LABOUR RELATIONS BOARD

SYNDICAT DES TRAVAILLEURS ET TRAVAILLEUSES DES POSTES
CANADIAN UNION OF POSTAL WORKERS

Applicant

and

SOCIÉTÉ CANADIENNE DES POSTES
CANADA POST CORPORATION

Employer

and

L'ASSOCIATION CANADIENNE DES MAÎTRES DE POSTE ET ADJOINTS
CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION

and

L'ASSOCIATION DES OFFICIERS DES POSTES DU CANADA
ASSOCIATION OF POSTAL OFFICERS OF CANADA

Interested parties

**REPLY OF THE
CANADIAN UNION OF POSTAL WORKERS
TO THE RESPONSE OF THE
CANADIAN POSTMASTERS AND ASSISTANTS ASSOCIATION**

1. The Canadian Postmasters and Assistants Association's (CPAA) response to the Application for review of the bargaining units filed by CUPW includes several factual allegations that are identical or similar to the allegations contained in the response of the Canada Post Corporation (CPC). As a result, CUPW asks the Board and the

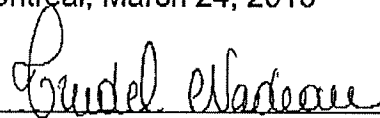
parties to refer to the submissions CUPW filed in reply to the Corporation's response without having to reiterate these submissions herein.

2. CUPW wishes nevertheless to submit the few comments below regarding some very specific aspects of the response submitted by CPAA.
3. Thus, CUPW takes note of the information contained in paragraph 11 of CPAA's response that there are approximately 1,400 post offices across the country where CPAA members and RSMCs work together.
4. CUPW also takes note of the information contained in paragraph 13 of CPAA's response that its members perform the same work as postal clerks in the urban operations unit, and, more specifically, are responsible for preparing mail for RSMC delivery.
5. Regarding paragraph 19 of CPAA's response, CUPW submits that the document contained in tab 2 of the CPAA binder is not the job description of an RSMC, but rather the description of a route. It should be pointed out that RSMCs first perform mail preparation and sortation, as well as several related tasks, before leaving to deliver the mail.
6. It is undisputed that there are differences between the various collective agreements at the Canada Post Corporation (paragraphs 20 to 25 of CPAA's response). However, these differences do not affect the determination of an appropriate unit. While it applies to a single bargaining unit, the urban unit's collective agreement (exhibit R-6) includes several provisions that vary depending on the group they apply to or are specific to a group (see, for example, articles 12, 13, 14, 15, 17, 18, 19, 27, 31, 32, 34, 36, 39, 40, 41, 44, 46, 47, 48, 49, 50, 51, 52 and several appendices). **These differences in no way prevent employees from being in a single bargaining unit, which no one is questioning.**
7. Moreover, several differences referred to by CPAA in its response deal with aspects that are not significant in determining an appropriate unit.
8. With regard to the transfer or movement of employees, contrary to what CPAA argues, all collective agreements provide for geographic relocations. Thus, in the urban unit, employees can be promoted or transferred across the country (see articles 13 and 53). With respect to the RSMC bargaining unit, the collective agreement (exhibit R-7) also provides, under article 12, for the right of an employee to obtain a position in an installation other than his or her own.
9. CPAA insists, in its response, on the different approach that it has always adopted in its relations with the employer and concludes that it has not held a strike since its creation in 1902, while CUPW has held several strikes.

10. CUPW submits that the determination of the appropriate nature of a bargaining unit should not be dependent on a bargaining agent's approach to its labour relations with the employer.
11. CUPW also submits that one can legitimately question the ability of an organization to represent employees pursuant to Part I of the *Canada Labour Code* when such organization has relinquished indefinitely its right to strike and promotes having "business" relations with the employer. It is respectfully submitted that in reviewing these issues, the Board should give careful consideration to the following:
 - (a) According to information found on its Web site (exhibit R-23), CPAA has 6,400 members made up of 3,282 postmasters, 503 full-time assistants and 2,615 part-time assistants;
 - (b) This bargaining unit is therefore mainly composed of postmasters who, according to their job description (tab 7 of CPAA's material), **supervise subordinate staff**;
 - (c) CPAA excludes from its ranks some 5,200 term employees who are also under the supervision of postmasters (exhibits R-23 and R-22).
12. These facts clearly show that the unit for which CPAA is certified does not meet the principles and criteria that have long been established by the Board and is totally inappropriate.
13. Finally, CUPW submits that it is wrong to argue, as CPAA is doing, that its unit is appropriate because the rural service requires specific attention. On the one hand, several CPAA offices are now located in urban areas, as shown in the Application. On the other hand, the particular interests of the truly rural communities can just as well, if not better, be served by establishing a single bargaining unit for all operations employees.
14. As established in paragraphs 65 and following of the Application, the distinction between urban and rural service has stopped being relevant, since the Canadian Postal Service Charter (exhibit R-12) states that the provision of postal services to rural regions of the country is an integral part of Canada Post's universal service. In this context, maintaining half-rural, half-urban units, such as the CPAA and RSMC units, no longer makes any sense.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Montreal, March 24, 2010



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