



# TEMPORARY WORKERS

# GUIDE

February 2021



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# TEMPORARY WORKERS

## 2021 VERSION

This is a document produced by the Canadian Union of Postal Workers. It is designed to welcome temporary workers to our Union and introduce them to their rights under the Collective Agreement.

## WELCOME

Welcome to the Canadian Union of Postal Workers. In order to work at Canada Post, you must become a member of our Union. The Union negotiated that provision as part of our campaign to fight for rights for temporary workers.

## WHAT IS A UNION?

A Union is a group of workers who have joined together to promote the rights of people who

work in a specific workplace or workplaces. A Union tries to ensure that workers are treated with dignity and respect.

A Union negotiates with an employer, or group of employers, to set down wages, benefits and working conditions for the workers.

Unions are part of the Trade Union Movement that supports solidarity among working people. Trade Unionism promotes the rights of all peoples to the basic freedoms of thought, speech assembly, and dignity and respect in every aspect of their lives.

There are trade unions throughout the world. For example, trade unions exist in Egypt, Israel, India, Australia, Nigeria, the Philippines, Brazil, Iran, Mexico, South Africa, Argentina France, Palestine, the US, and Canada.

## WHO ARE THE CANADIAN UNION OF POSTAL WORKERS?

The Canadian Union of Postal Workers, often called by its initials, CUPW, represents internal, external and technical workers at Canada Post. We represent people who sort and process the mail, people who unload the trucks, people who deliver the mail, people who drive postal vehicles and people who repair and maintain mail processing equipment.

This means that CUPW represents PO4's, PO5's, letter carriers, relief letter carriers, mail service couriers, rural and suburban mail carriers and people in technical services. It doesn't matter if you are part-time, full-time or a temporary worker. CUPW represents them all.

Increasingly, CUPW also represents workers who are not employed by Canada Post. This includes people who work for private courier companies, mailing houses, emergency medical

dispatchers, warehouse workers and janitorial services.

The Canadian Union of Postal Workers has a long and proud history of being a Union that fights for workers' rights. Our Union stands for equality, for fair wages and decent treatment, and protections against favoritism, harassment, and injustice in the workplace.

## DO I HAVE TO JOIN THE UNION? Article 44.31

Yes. It is mandatory that all temporary workers join CUPW. This is an article in our Collective Agreement. If you don't join the Union, you can't work for Canada Post.

## SO HOW DO I JOIN THE UNION?

In order to join the Canadian Union of Postal Workers you need to sign a membership card and pay \$5.00.

All members of CUPW also pay monthly Union dues. This automatically comes off your pay cheque.

## WHAT DOES JOINING THE UNION GET ME?

By joining the Union, you are joining an organization committed to protecting and improving the rights of postal workers. You are adding your voice in the struggle for social justice, respect and dignity.

As a Union member you have the right to fully participate in the Union. This means that you can (and in fact are encouraged to) attend local Union meetings, run for Union office, become shop stewards, participate in the formation of contract demands, vote for the Local Union executive, participate in Union educational seminars, vote on Union courses of action and represent the Union at other organizations. You

will also receive a CUPW newspaper and other communication materials.

CUPW works to protect Canada Post as a public service. The Union also participates in community and social issues.

In CUPW, it does not matter if you are a full-time worker, a part-time worker, or a temporary worker. All that matters is that you are a Union member and because of that, you have full rights to participate fully in the Union.

## WHAT ARE MY RIGHTS AS A UNION MEMBER?

As a member of the Canadian Union of Postal Workers you have the right to:

- attend all local, general and special membership meetings;
- run for office;



- vote for your Local Officers;
- vote to decide on what things your local should spend money on;
- vote in National Referendums;
- vote in contract ratification votes;
- run to be a delegate to CUPW Regional Conferences;
- run to be a delegate to CUPW National Convention;
- vote to decide how your Local should deal with certain situations;
- hold office in the Union, including becoming a shop steward;
- attend Union educational seminars at the Local, Regional and National Level;

- apply to attend CUPW's four-week educational program at Port Elgin;
- support the fight for justice and equality.

## AM I ELIGIBLE FOR LIFE INSURANCE?

Yes. All postal workers who are members in good standing with CUPW are entitled to basic life insurance. This life insurance is provided through Coughlin and Associates. You have to fill out an enrollment card. Coughlin and Associates can be reached at:

1-888-613-1234

## WHAT ARE MY OBLIGATIONS AS A UNION MEMBER?

It is the members who make a Union. Therefore, your obligation as a Union member is to participate in the Union in the best way you can.

This includes attending local meetings, supporting the Union's actions, working to make the Union a stronger force on the work floor, supporting brothers and sisters who are being harassed and talking to other members about why you support the Union.

CUPW recognizes that it may not be possible for every worker to attend all Union meetings etc. That is the reality of our lives. However, even if you have a busy life you can still be an active and strong supporter of the Union on the work floor.

The second part of your obligations are to follow the Collective Agreement to the best you can. Our Union foremothers and forefathers struggled long and hard to get the protections and rights we currently have in the Collective Agreement. We need to honour their actions and support ourselves by following the Collective Agreement.

## DO I GET TO MEET THE UNION? Article 44.31

Yes. There is an article in the Collective Agreement that says that during the first week of work with a new temporary employee the Union shop steward gets to meet with the new temporary worker for a period of fifteen minutes.

As surprising as it sounds, this took a lot of effort for the Union to achieve.

Sometimes, this meeting happens during training school, at the time of hiring etc.

## WHAT IS A SHOP STEWARD?

A shop steward is the Union's representative on the work floor. A shop steward is a Union member who has been trained to assist workers in getting their rights on the work floor. A shop steward can be a part-time, full-time or temporary worker.

Shop stewards can help you if you have questions about your rights, are wondering if you have been treated fairly, have some concerns that you want to talk to management about or want to know when the next Union meeting is.

## WHAT HAS THE CANADIAN UNION OF POSTAL WORKERS DONE FOR **TEMPORARY** WORKERS?

CUPW has worked long and hard to ensure that temporary workers have the rights they enjoy now. Certainly, our work has not finished, but we are committed to improving the rights of temporary workers.

In the early 1980's Canada Post hired temporary workers and paid them Federal minimum wage. This was significantly below the wage that regular postal workers earned. The Canadian Union of Postal Workers and its then sister Union, the Letter Carriers Union of Canada, bargained with Canada Post over a number of

years to ensure that temporary workers get the minimum wage rate of regular workers.

The Union has also worked hard to ensure that hiring of temporary workers to regular jobs is done by seniority and not by favoritism. In the 1980's and early 1990's, Canada Post hired internal temporary workers to regular jobs strictly on the basis of favoritism. This was unfair to everybody concerned and the Union negotiated a fairer practice.

The Canadian Union of Postal Workers also made successful efforts to ensure that temporary workers get temporary assignments on the basis of their seniority, not by the decision of certain supervisors.

CUPW fought very strongly to ensure that internal temporary full-time workers get fully paid for their lunch break. Again, Canada Post did not want to pay temporary workers for their entire lunch break. The Union fought this and won.

The Canadian Union of Postal Workers also bargained to ensure that temporary workers cannot be fired by Canada Post just because CPC does not like what they are wearing, or that they are too old etc.

Many more of the gains CUPW has made for temporary workers will be outlined in the sections of this booklet, about our Collective Agreement.

## WHAT IS A COLLECTIVE AGREEMENT?

A Collective Agreement is a document that is negotiated between the Union and the Employer. It sets down wages, working conditions, benefits and rights. A Collective Agreement determines how much you will get paid for working, the hours you have to work, your rights and obligations, protections around health and safety, and the rights and obligations of the Employer.

A Collective Agreement is not a “guideline” that can be used or not used. It is the book that must be followed, by Management, the Workers and the Union.

Unfortunately, since a Collective Agreement is negotiated between a Union and an Employer, it does not contain everything that the Union wants.

## WHAT IS A BARGAINING UNIT?

A bargaining unit is a group of workers in a company etc. that has been determined by a government labour relations Board as appropriate for representation by a Union.

For the purposes of this booklet, we will be referring to bargaining unit as urban members of CUPW directly employed by Canada Post.



## CAN TEMPORARY WORKERS GET A COPY OF THE COLLECTIVE AGREEMENT?

Yes. Every worker is entitled to her or his own copy of the Collective Agreement. You should ask your supervisor for a copy. If your supervisor does not provide you with a copy of the Collective Agreement, go and see your shop steward.

Copies of the Collective Agreement are free.

The right to get a copy of the Collective Agreement is outlined in 44.17 and 36.04 of the Collective Agreement.

## WHEN CAN CANADA POST USE TEMPORARY WORKERS?

Canada Post cannot use temporary workers whenever they want. The Union negotiated

limitations on the use of temporary workers in order to protect regular workers and their jobs.

CUPW knows from experience that unless we place limitations on CPC's ability to use temporary workers, the employer would use temporary workers instead of hiring regular part-time and full-time workers.

The goal of CUPW is to create regular jobs.

The limitations of CPC's use of temporary workers depends on whether we are referring to internal work (mail processing and despatching) or external work (letter carrier and mail service courier).

## USE OF TEMPORARY WORKERS – INTERNAL

Canada Post can use temporary workers to cover internal positions in the following circumstances:

1. To cover an absence of a regular worker of more than 10 days. This applies if a worker is off on long-term sick leave, maternity leave, long-term leave without pay, etc. In this circumstance a temporary worker would generally work for a period of at least 10 days;
2. In situations where the mail volumes necessitate extra hours in order to be processed. In these situations, it would be a day-by-day call. A temporary internal worker in this situation may only be called in for one shift;
3. During the Christmas period;
4. If an extraordinary number of regular workers are using their “lieu days”. In this situation an internal temporary worker may only be called in for one shift; or

5. If there is a compressed vacation leave system. In this situation a temporary employee would probably work at least one week.

This is the vast majority of situations where CPC can use internal temporary employees.

## USE OF TEMPORARY EMPLOYEES – EXTERNAL

CPC can use external temporary workers in the following situations:

1. To cover known periods of absences of five days or more. This would be covering letter carriers or MSCs who are off on long-term sick leave, education leave etc. In this situation external temporary employees would probably work at least 5 days;

2. When CPC is unable to get all letter carrier walks delivered by using letter carriers for extended hours and/or overtime. In this situation an external temporary worker may only work a shift;
3. To cover the vacation leave of part-time letter carriers. In this situation a temporary worker would probably work at least 5 days;
4. To cover the vacation leave of full-time external workers in certain circumstances. This would probably mean that an external temporary employee would work at least 5 days;
5. In the extraordinary situations where a huge number of regular workers are using their “days in Lieu”. This would mean that an external

temporary worker would probably work one day; or

6. To cover leave without pay in certain circumstances.

These are the vast majority of situations where CPC can use external temporary workers.

## TEMPORARY WORKER, TERM, CASUAL

These words are often used interchangeably to refer to temporary workers.

## THE COLLECTIVE AGREEMENT AND TEMPORARY WORKERS

Temporary Workers are not covered by the full provisions of the Collective Agreement. The majority of the rights of temporary workers are contained in Article 44 of the Collective Agreement. It is this Article that the rest of the booklet will examine in depth.

## GROUPS

The Collective Agreement refers to groups.

Here is a brief definition of groups:

- A. **Group One Workers** - these are internal workers who work in mail sorting, processing, and dispatching. Group One Workers load and unload trucks, sort letters, oversized flats, parcels and despatch mail. Group one workers also work retail. Group one workers generally are the people who drive motorized equipment inside post offices. There are part-time and full-time people in group one. It includes the PO4 (postal clerk) classification, the PO2 (mail handler) classification and the PO5 (mail dispatcher) classification;

- B. **Group Two Workers** - these are external workers who primarily deliver the mail. These include letter carriers, motorized letter carriers, relief letter carriers, night routers, the assistant to the letter carrier supervisor, mail service couriers and relief mail service couriers, and heavy vehicle operator mail service couriers. There are part-time and full-time people in Group 2. It includes the PO LC 1 (letter carrier) classification, the PO MSC 1 (mail service courier) classification and the PO MSC HV3 (heavy vehicle mail service vehicle) classification;
- C. **Group Three Workers** - these are the maintenance and technical workers at Canada Post. They fix and repair the sortation machines, are responsible for motorized equipment, the belt systems, etc.;



- D. **Group Four Workers** - these are the electronics technologists. There are about 80 people in this group across Canada and Quebec.

## CLASSIFICATIONS

Within each group there are various classifications.

In **Group One** there are:

- Mail handlers (full and part-time)
- Postal Clerks (full and part-time)
- Despatchers

In **Group Two** there are:

- Letter Carriers (full and part-time)
- Mail Service Couriers (full and part-time)

*You need to find out what classification you are working as a temp. Are you working as a temporary letter carrier or are you working as a temporary PO4?*

*Or are you working in another classification?*

***This is important as it has an impact on your rights and working conditions.***

## DO I HAVE A PROBATIONARY PERIOD AS A TEMPORARY WORKER?

Article 44.06.

Yes. All new temporary employees have a probationary period of 480 hours. This starts on your first day of work.

## WHAT IS A PROBATIONARY PERIOD?

A probationary period is a trial period. This is the time during which a new temporary employee is essentially on trial by Canada Post and can be

fired quite easily by the Corporation. In the Collective Agreement between CUPW and Canada Post, the employer may terminate a temporary worker's employment if it deems that the worker does not meet the requirements of the job.

If you get terminated during your probationary period, you need to contact a shop steward or union representative as soon as possible.

### CAN I GET TRAINING AS A TEMPORARY WORKER? Article 44.25

Canada Post is supposed to provide newly hired temporary workers with sufficient and adequate training. This has varied greatly from location to location. If you do not think that you have been adequately trained, see your shop steward.

Remember, that when you are newly hired you are on probation.

Canada Post is also required to train members when they move to duties requiring new knowledge.

Training may be formal training, working with another clerk or letter carrier, or show and tell.

## IS THERE OTHER TRAINING?

### Article 44.25

Temporary workers have limited rights to additional training. If Canada Post determines that there is a shortage of trained temporary workers for a certain type of work, they will offer the training to the temporary workers on the appropriate call-in list.

If you are offered training, the Union strongly suggests that you accept it.

Training could be on a wide variety of areas, including wicket training, how to drive tow motors, letter carrier training, coding training etc.

## SENIORITY DEFINED

Seniority is a term used to designate a worker's status relative to other workers, as in determining order of promotion, access to assignments, etc.

## TEMPORARY WORKER SENIORITY- Articles 44.01, 44.02, and 44.03

A temporary worker's seniority is determined by her/his date of hire by Canada Post into the CUPW bargaining unit. This is as per the provisions of article 44.01 of the Collective Agreement.

A temporary worker's seniority runs from the date they are hired by Canada Post, not by the first date you work for Canada Post. For example, if a temporary employee receives a letter from Canada Post stating that they are hired as of September 3, 2019, that is her/his

seniority date, even if they don't actually start working at Canada Post until September 12, 2019.

It is important that you make sure that your seniority date is accurate. When you first get hired it may not seem like a big deal, but seniority becomes important - the longer you work for Canada Post.

A temporary worker's seniority continues to accumulate unless they are fired, quits or hasn't been called to work in a year. This is as per the provisions of Article 44.02 of the Collective Agreement.

The seniority system of temporary workers is different than the seniority system of regular workers. This is as per the provisions of article 44.03 of the Collective Agreement.

If you were hired for the Xmas period prior to becoming a temporary worker, then this time is not included as part of your temporary worker seniority.

**THREE TEMPORARY WORKERS ALL WERE HIRED AT THE SAME TIME.**  
How do our names appear on the call-in list?

If several temporary employees were hired on the same day, CUPW and Canada Post have agreed that the tie would be broken by random numbers generated by the CUPW computer.

**SO HOW DO I FIND OUT WHAT SENIORITY I HAVE?**

You can find out what your temporary seniority is by checking the temporary workers' call-in list. These should be posted. If you cannot find a temporary workers' call-in list you can either ask

your supervisor to show you one or go and see your shop steward.

*You need to find out what your seniority is as a temporary employee as it has a significant impact on your bidding rights as a temporary worker, and (if you put in applications) you're going to a permanent position.*

#### WHAT IS A CALL-IN LIST?

Article 44.03, 44.04, 44.07, and 44.08

A call-in list is a list that governs the allocation of work for temporary employees. This is in accordance with Article 44.04 of the Collective Agreement. If your name is on specific call-in list, you will be called in for work in order of how your name appears on that list.

Temporary workers' names appear on the call-in list in accordance with their temporary seniority. This is in accordance with Article 44.07 of the



Collective Agreement. For example, if there are 5 temporary workers on the X city list, the first person on the list should be the person who has the earliest date of hire with Canada Post, the next person would have the second earliest date and so on.

A call-in list for X city therefore would look like this:

G. Scott	November 13, 2018
J. Chow	November 28, 2018
K. Singh	Feb 17, 2019
H. Nhat	August 28, 2019
W. Nadeau	November 27, 2019

There can be more than one call-in list in a Local. The number of call-in lists depends on how big the local is, and what the Union and Canada Post have consulted upon.

You can only be on one call-in list at the same time.

Call-in lists are to be posted in postal installations at least once every six months. If there are changes to the list, within that time period, these changes are also to be posted.

*It is important that you regularly look at the temporary workers seniority list. It is the only way to make sure that your name is in the proper place, and that you have not been overlooked or bypassed for any work. The responsibility of regularly looking at the temporary workers seniority list belongs with the temporary worker.*

## SO, I HAVE SENIORITY - HOW CAN I USE IT?

Seniority is used to gain assignments and to gain regular (i.e. permanent or not temporary) positions.

## WHAT IS AN ASSIGNMENT?

An assignment is a word that is used in our Collective Agreement to talk about temporary work. There are two different type of assignments outlined in the Collective Agreement. The first type of assignment is for work of less than twenty days. The second type of assignment is for work of more than 20 days. There are different rules depending on which type of assignment is being offered.

## ASSIGNMENTS OF LESS THAN TWENTY DAYS - Article 44.12

Assignments of less than twenty days (20) are offered to unassigned people on the applicable temporary call-in list in order of their temporary seniority.

For example, if we go back to the seniority list for X city, the first person on the list is G. Scott. G. Scott is currently covering another

assignment. Therefore, for an assignment of less than 20 days the offer would first go to J. Chow as he is next on the applicable call-in list.

However, Article 44.12 - which refers to allocation of work assignments of less than twenty (20) days - also states that the employee must have the required qualifications if applicable. This is important. If CPC needs to fill a temporary motorized letter carrier assignment of less than twenty days, then the next unassigned temporary worker on the seniority list must have a driver's license. If not, CPC will bypass them. This also applies if CPC needs someone who is trained on wickets. They don't have to offer the assignment to the next person on the call-in list if they are not wicket trained. Other examples include motorized equipment such as forklift training. CPC may need someone who can operate this equipment. If a temporary worker does not have a ticket to operate motorized equipment, CPC can bypass her/him for that assignment.

Qualifications and experience are not the same thing. If a temporary worker has been trained on wickets, but has not worked them for over eight months, they cannot be bypassed for another temporary worker who has regularly worked in wickets.

If you think that you may have been bypassed see your shop steward. Asking questions and checking things out is one important way we can protect ourselves and stop favoritism.

## ASSIGNMENTS OF TWENTY DAYS OR MORE - Article 44.13

Assignments of 20 days or more are offered to all temporary workers on an appropriate call-in list. This is regardless of whether or not the temporary employee is holding another assignment.

The same stipulation about being “fully qualified and trained to perform all relevant duties” applies.

### HOW DO I KNOW IF THE ASSIGNMENT IS LESS THAN 20 DAYS OR MORE THAN 20 DAYS?

The best way to check this out is to ask your supervisor if this is an assignment of 20 days or less or twenty days or more. We also strongly advise you to check this out with your shop steward. This may be in the information book.

Sometimes, assignments of more than 20 days are shortened. One example of this happening is if you were covering someone who is off on long-term sick leave, who gets better earlier than expected.

## HOW ARE ASSIGNMENTS OFFERED?

There is no set system in regards to the offering of assignments. In some locations temporary workers are verbally asked by their supervisor, in other locations people are phoned, and in other areas there is a formal bidding process.

You need to ask your shop steward how these positions are offered. You should also ask your supervisor.

## HOW MUCH TIME DO I HAVE TO ACCEPT AN ASSIGNMENT?

This also varies from location to location. Ask your supervisor about this and check it out with your shop steward.

## CAN I BE CALLED IN JUST FOR ONE SHIFT?

Yes. This is particularly true for temporary workers who are on lists that cover mail sorting, processing and mail dispatching functions.

If you are called in for one shift, you may have very little time to respond.

## CAN MY TEMPORARY EMPLOYMENT BE TERMINATED?

Articles 44.02 and 44.11

Yes. You can lose your job as a temporary worker for disciplinary reasons. This will be addressed further on.

You can also have your employment as a temporary worker terminated if you have not been reasonably available for a period of 6 months. The employment of a temporary worker can be terminated if they have not worked for a



period of twelve continuous months (excluding the period between December 1<sup>st</sup> – December 24<sup>th</sup>). However, this does not apply to any period in which a temporary employee was off on maternity, paternity or adoption leave, was disabled, or was on Union leave.

*If you have received a letter from Canada Post terminating you, please contact your shop steward or Local President.*

## HOW DO I GET A REGULAR JOB? Article 44.26

Temporary workers are offered regular positions by virtue of their temporary seniority. This can only occur after all regular workers have had a chance to accept the regular position.

*You must put in a written application to become a regular employee. You must put in this application for each and every classification that you wish to work in as a regular employee.*

**You will need to keep a copy of that application.**

Classifications are included in Appendix A of the Collective Agreement. The Union strongly suggests that you put in an application for each and every classification for Group one and two that are listed in Appendix A.

The most senior temporary worker in the post office, who has put in an application, gets the position. The Collective Agreement stipulates that in order to get the regular position, the temporary worker must “possess the basic skills and requirements” for the work.

In some locations there are several call-in lists. These are amalgamated on the Master Hiring List for the purposes of hiring into a regular position. Therefore, it is very important that temporary workers check not only where they are on the applicable call-in list, but also where they are in the Master Hiring List.

If you think that you have been by-passed or overlooked in being offered a regular position, please see your shop steward.

## MY TEMPORARY ASSIGNMENT HAS FINISHED. WHAT DO I DO NOW?

### Article 44.15

Once your temporary assignment has been completed you may bump the most junior temporary worker who is holding a temporary assignment and is on the same call-in list.

Bumping means that you displace that person from her/his assignment.

When you exercise your bumping rights, you are bumping the most junior person on the list. Another temporary worker may have a better job than the junior temporary worker but you are only entitled to bump the most junior temporary worker.

The Union strongly advises you to put your wish to bump in writing and to give it to a supervisor. It makes a great deal of sense to get a photocopy of this request to bump.

The wording of your request to bump should be similar to this (*note: HRID is Canada Post's Employee number for you*):

*I, \_\_\_\_\_, with a temporary worker seniority dated \_\_\_\_\_ wish to exercise my rights under Article 44.15 of the Collective Agreement and to bump the most junior employee on the appropriate call-in list at the end of my assignment.*

*Please reply to this request as soon as possible.*

*Signed:* \_\_\_\_\_

*HRID:* \_\_\_\_\_

*Date:* \_\_\_\_\_

Phone #: \_\_\_\_\_

Currently Working at:

\_\_\_\_\_

**Please keep a copy of this request!**

**CAN I TRANSFER TO ANOTHER CALL-  
IN LIST IN THE SAME LOCATION?**

**Article 44.10**

Yes. If there is more than one call-in list in your post office, you have the right to request to transfer to that list. You must put that request in writing.

Once you transfer to another list in the same location you are required to be on that list for twelve months. This means that you cannot change to another list within that period.

However, you can be offered and accept a regular position during that period.

You carry your temporary worker seniority with you when you transfer in this manner.

The written request to transfer to another call-in list should be similar to this:

*I, \_\_\_\_\_  
temporary seniority date \_\_\_\_\_ wish to  
transfer to the \_\_\_\_\_ call-in list. This  
is in accordance with the provisions of article  
44:10 of the collective Agreement.*

*Thank you very much for your attention to this  
matter.*

*Yours truly,*

Name: \_\_\_\_\_

HRID: \_\_\_\_\_

Date: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Please keep a copy of this request!**

If you have complied with this and think that you have been bypassed in your attempt to transfer to a new call-in list within your post office, please see your shop steward.

**CAN I TRANSFER TO A CALL-IN LIST IN ANOTHER LOCATION?**

Article 44.10?

Yes. You will need to apply in writing to do this. When Canada Post decided to hire additional temporary workers in the new location, they will

have to first look at the applications of temporary workers who wish to transfer to that location. CPC will then add the senior temporary worker to the call-in list in the new location.

Once you have applied to work in the new location, your name is automatically added to the waiting list. If you are the senior temporary employee who has applied to work in the new location, you will get the position. You will not have a choice whether or not to accept the new location. It will be automatic.

You cannot be on two lists at once. So once, you get added to the list at the new location, you will be taken off the list at your current location.

This means that if you are holding an assignment at your current location, you will be taken off it.

It depends on your temporary seniority and staffing at the new location as to when, or if, you



will be offered an assignment at the new location.

You will be required to stay on the new list for a year.

The application to transfer to a new location should look something like this:

*I, \_\_\_\_\_  
temporary seniority date \_\_\_\_\_ wish to  
transfer to the call-in list \_\_\_\_\_ in  
\_\_\_\_\_. This is in accordance  
with the provisions of article 44.10 of the  
Collective Agreement.*

*Thank you very much for your attention to this  
matter.*

*Yours truly,*

*Name:* \_\_\_\_\_

*HRID:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Home Phone:* \_\_\_\_\_

**Please keep a copy of this request!**

If there is more than one call-in list at the new location, you will need to specify which list.

If you have complied with this and think that you have been bypassed in your attempt to transfer to a new call-in list within your post office, please see your shop steward.

## CAN I TRANSFER TO ANOTHER ASSIGNMENT IN THE MIDDLE OF THE WEEK? Article 44.14

Yes and no. You can exercise your seniority to obtain another assignment in the middle of the week, but you have to wait to the beginning of the following week to actually start working on it.

## HOW MANY DAYS IN A WEEK CAN I WORK? Article 44.14

Our Collective Agreement states that a temporary employee shall not work more than five days in a week (Sunday to Saturday) barring exceptional circumstances.

## IF I WORK MORE THAN FIVE DAYS A WEEK WHAT HAPPENS?

### Article 44.14

You get paid double time. However, this happens very rarely.

## WAGES - APPENDIX A OF THE COLLECTIVE AGREEMENT

You begin at the minimum hourly wage for your classification. Once you accumulate 1000 hours in a calendar year, you progress to the next stage of the pay scale. This is automatically calculated, but it is a good idea to periodically check to verify your accumulated hours.

**It is important to look at your pay stub and figure out your wage rate.**

If you find that you have not been properly paid, please see your shop steward as soon as possible.

**BUT I AM EARNING MORE THAN THE BASIC WAGE RATE.  
THE SUPPLEMENT – Article 44.24**

Temporary workers are entitled to a supplement of 4% of their basic hourly rate in lieu of insurance plans, and paid leaves. This supplement is added to your regular pay cheque.

**WHEN DO I GET PAID?**

You get paid on a bi-weekly basis on the second Thursday. In other words, you get paid once every two weeks on a Thursday.

## KEEP TRACK

***It is important to keep track of the days and hours you worked, and if it applies, the locations where you worked. We suggest that you mark this down each and every day on a calendar.***

Keep your pay stubs!

## DO I GET PERSONAL DAYS?

Yes, under the Labour Code, you are entitled to 5 days of personal leave each year, with the first 3 days paid. You need to be scheduled to be at work, if you are offered work by the Eclipse system, you need to accept the work.

This will ensure that you will be paid if it is one of the first 3 days but will also ensure that this will not be counted as a refusal for the purpose of temporary availability. There will be a form to fill-out, which you can obtain from your supervisor.

## WHAT HAPPENS IF I AM SICK?

You need to phone in sick prior to the beginning of your shift or as soon as possible thereafter and tell your supervisor your name, that you are sick, and when you expect to return to work.

You do not get paid for sick leave per se, but you can utilize the three personal days allotted under the Labour Code.

## DO I GET MEDICAL PLANS?

No. Temporary workers are not entitled to medical, dental, hearing and vision plans and disability insurance. This is another reason why temporary workers get the 4% supplement.

## DO I GET PAID FOR STATUTORY HOLIDAYS? Article 44.19

Yes. The Collective Agreement specifies that temporary workers get paid 1/20th of the regular wages earned in the preceding two complete pay periods.

The Statutory holidays are:

New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas, Boxing Day, and one additional day that in the opinion of the Corporation is a recognized civic or provincial holiday.

## IF I WORK ON A STATUTORY HOLIDAY WHAT HAPPENS?

You still get paid as above and you get double time for all hours worked in addition to that.



## AM I ENTITLED TO BEREAVEMENT LEAVE? Article 44.22

Yes. You are entitled to pay for four consecutive days following the date of death and up to three additional consecutive days pay if you are required to travel. This is in the instance that a member of your immediate family dies.

Immediate family is defined as mother, father, step-father, step-mother, mother-in-law, father-in-law, sister, brother, spouse (includes same sex), common law spouse, child, child of the employees spouse, child of the common law spouse (includes same sex), step children, grandchildren, ward of the employee, grandparents, and relatives permanently residing in the employees house or with whom the employee resides.

You are entitled to one day of pay to attend the funeral of your son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

Pay for bereavement leave is calculated on the basis of 1/20<sup>th</sup> of the regular wages earned during the two complete pay periods immediately preceding the leave.

You must phone in and tell the employer that you are on bereavement leave.

If you have any questions about this see your shop steward.

It is the Union's position that you cannot be removed from an assignment because you are on bereavement leave.

## VACATION PAY – Article 44.23

Temporary employees get 6% of the total of your previous calendar years earnings as vacation pay. This must be paid prior to the last Friday in June.

Vacation Pay is calculated on the basis of your total earnings. This is different than the 4% supplement which is based on your hourly wage.

## VACATION LEAVE

Temporary employees are entitled to take vacation leave. In fact, our Union – the Canadian Union of Postal Workers – encourages you to take your vacation leave.

Canada Post grants 3 weeks annual leave per year to temporary workers. If you have been working as a temporary worker for less than a year with Canada Post, you would earn one and a quarter days for each month you worked at CPC.

This leave is without pay - you will get the 6% in March.

**HOW DO I GET VACATION LEAVE?**

You ask your supervisor. It would be good if you put this request in writing. You would say:

*I, \_\_\_\_\_ with  
temporary seniority dated \_\_\_\_\_ wish to take  
\_\_\_\_\_ weeks of vacation leave between  
\_\_\_\_\_ and \_\_\_\_\_.*

*Signed:* \_\_\_\_\_

*HRID:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Home Phone:* \_\_\_\_\_

*Current work area/shift:* \_\_\_\_\_

**Please keep a copy of this request!**

## CAN I GET ANY WEEK OF VACATION LEAVE THAT I WANT?

No. In many locations the weeks that temporary workers can take as vacation leave is subject to consultation between the Union and management. This is something to ask your shop steward.

## WHAT HAPPENS IF I WANT TO TAKE A COUPLE OF WEEKS OFF FOR PERSONAL REASONS?

You can do this. You must advise your supervisor in writing that you will not be available and give a date when you will be available again. During this time, you will not be offered any work assignment.

## CAN I BE BUMPED OFF MY LONG-TERM ASSIGNMENT (20 days or more) IF I GO ON LEAVE?

No. The position of the Canadian Union of Postal Workers is that you cannot be bumped off your long-term assignment for going on pre-approved vacation leave. The Union's position is that you have a right to reclaim your temporary assignment - as long as it is 20 days or more, when you come back from vacation leave.

If this does not happen, please see your shop steward.

## MATERNITY/PATERNITY/ ADOPTION LEAVE WITHOUT PAY – Article 44.20

If you have worked at Canada Post for 6 months you are entitled to maternity, parental or

adoption leave. You will have to bring in paperwork to satisfy your claims.

You will have to advise CPC in writing at least 4 weeks before you go on any of these leaves.

You can go on maternity leave 11 weeks before your expected due date and stay on maternity leave for an additional 35 weeks.

You may be entitled to Maternity leave benefits under the provisions on Employment Insurance. Go to or phone the latest EI office to check this out.

You can go on parental or adoption leave for up to 24 weeks if you have the actual care and custody of a newborn child.

You may be entitled to Parental Allowance from Employment Insurance. Contact the nearest EI office to check this out.

During this period your employment is not terminated due to the provisions of Article 44.25 of the Collective Agreement.

## WHAT HAPPENS IF I NEED THE DAY OFF?

Talk to your supervisor. Sometimes supervisors will grant you the leave. If a supervisor does not grant you the leave, immediately go and see your shop steward.

## LEAVE WITH PAY FOR ARBITRATION – Article 44.21

Arbitration is a method of settling grievances through the intervention of a third party (an Arbitrator) whose decision is final and binding.

Arbitration is a quasi-judicial process.

If you are asked to testify at Arbitration in regards to your grievance, you will get paid by



Canada Post for the time you attended arbitration. This only applies on a day when you were scheduled to work.

Generally, you will be in contact with the Union long before this happens.

## WHAT IS A GRIEVANCE?

A Grievance is a complaint in writing alleging a violation of the collective agreement.

Grievances are submitted by the Union to management.

## DO TEMPORARY WORKERS HAVE A RIGHT TO FILE A GRIEVANCE?

Yes. Temporary workers have the right to file a grievance. This is outlined in the provisions of Article 44.17 and Article 9 of the Collective Agreement.

## WHAT DO I DO IF I THINK I HAVE A GRIEVANCE?

If you think you have a grievance, please contact your shop steward or someone else in the Union as soon as possible.

There is a time limit on filing grievances, so you need to see your shop steward as soon as possible.

## WILL I GET IN TROUBLE WITH MANAGEMENT FOR FILING A GRIEVANCE?

You shouldn't get in trouble or be harassed for filing a grievance. You are protected in this regard by the provisions of the Canada Labour Code and the Collective Agreement.

If you feel that you are being harassed for filing a grievance or generally sticking up for your rights, get hold of the Union as soon as possible.

## WHAT HAPPENS IF I GET INJURED AT WORK?

*If you get injured at work, you need to immediately report this to your supervisor. You explain how you got injured at work. Don't let your supervisor blame you for getting injured. It is very important you report your injury to your supervisor as soon as you can. It is also important to advise your health and safety representative of your injury as soon as you are able.*

If you report your injury several days after it occurred, you may be risking your entitlement to Workers Compensation payments.

You also need to go to your Doctor in as timely a way as possible. You need to explicitly tell your doctor that you were injured at work.

Once you tell your doctor that, they must fill out forms for Workers Compensation.

Workers Compensation will send you forms. You need to fill them out and return them as soon as possible. Your Union can help you fill out these forms.

### WHAT HAPPENS IF WORKERS COMPENSATION DENIES MY CLAIM?

CUPW has trained advocates who may help you appeal your claim. Get hold of your Union as soon as possible.

### AM I PROTECTED FROM HARASSMENT AT WORK? Articles 44.17 and 56

Yes. Temporary workers are explicitly protected from harassment.

If you feel that you have been harassed on one of these grounds, please contact your Union as soon as possible. We can help you.

You have the right to work in a harassment free environment. You do not have to put up with harassment.

Article 56 of our Collective Agreement provides a procedure for dealing with complaints.

The most important things to remember is that harassment is not your fault, and you have a right to work in a harassment free environment.

CUPW has taken very strong action to protect postal workers from harassment.

Like all postal workers, temporary workers are protected from harassment on the basis of age, race, creed, colour, national origin, religious or political affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, gender expression, gender identity, conviction for an offense for which a pardon has been received, or membership or activity in the Union.

If you feel that you are being harassed on any of these grounds, see your Union representative or shop steward as soon as possible. You don't have to put up with that.

**MY SUPERVISOR ISN'T HARASSING ME ON ANY OF THOSE GROUNDS, BUT THEY SEEM TO BE INSULTING AND PICKING ON ME.**

This happens in Canada Post. You are covered by the provisions of Article 33.31 of the Collective Agreement which protects you from workplace violence. This includes bullying, mobbing, and personal harassment.

You have the right to work in a violence free workplace.

Sometimes just standing up to your supervisor stops it. However, if it doesn't, see a shop steward immediately.

## CAN CPC DISCRIMINATE AGAINST TEMPORARY WORKERS ON THE BASIS OF AGE, SEX, SEXUAL ORIENTATION, RELIGION, DISABILITY ETC?

### Article 5.01

No. Temporary employees are protected from discrimination, harassment, coercion or intimidation on the basis of age, race, creed, colour, national origin, political or religious affiliation, sex, emotional or physical handicap, gender expression, gender identity, sexual orientation, marital status, family status, conviction for an offense for which a pardon has been granted, or membership or activity in the Union.

In addition, temporary employees are covered by the Canadian Human Rights Act.

If you feel that you have been discriminated against or harassed on these grounds, please talk to the Union as soon as possible.

## CAN I BE DISCIPLINED BY MY SUPERVISOR? Articles 44.17 and 10.

Yes. CPC can discipline you.

Sometimes, CPC will place a letter on your file for some real or imagined “crime”. If you get such a letter, please see your shop steward as soon as possible. They will probably suggest that you grieve it.

## WHAT IS A 24 HOUR NOTICE?

Often before CPC disciplines a worker, they give them a 24 hour notice of interview. This tells the worker that they are going to be interviewed, when and where this interview will take place, and the subject of the interview.



IF YOU GET A 24 HOUR NOTICE SEE YOUR SHOP STEWARD AS SOON AS POSSIBLE.

If you get a 24 hour notice see your shop steward as soon as possible. You are protecting yourself and the Union if you go into all interviews with a shop steward.

WHAT ARE MY HOURS OF WORK?  
WHEN CAN I TAKE BREAKS, ETC...?  
Articles 44.17 and 14

This varies depending on whether or not you are working as an inside or outside worker.

Ask your supervisor about your hours of work and if unsure, verify that the information is correct with a steward.

## LUNCH AND COFFEE BREAKS ARE SET BY CANADA POST

Canada Post sets lunch and coffee breaks.

Before you take a lunch or a coffee break, ask your co-workers.

Please take your breaks. The Union fought long and hard for these.

## OVERTIME – Articles 44.17 and 15

If you work 2 hours or less authorized overtime, you are entitled to be paid time and one half for all hours worked.

DO I GET PREMIUMS FOR WORKING  
EVENING AND WEEKENDS –  
Articles 44.17 and 16?

Yes. Temporary workers get additional premiums for working afternoon and midnight shifts, as well as weekends.

This is in Article 16 of the Collective Agreement.

Your shift premiums are included as part of your total pay for the purposes of calculating your vacation pay.

*It is important that you keep track of when you worked, to be able to keep track of your entitlement to shift premiums.*

## AM I COVERED BY THE PENSION PLAN?

Only in a very narrow circumstance. As of January 1, 2004, any temporary employees who accepts a predetermined single assignment of more than six months and are scheduled to work at least 12 hours per week during this assignment will be enrolled in the pension plan.

Temporary employees will only have pensionable service for that period.

## WHAT ABOUT HEALTH AND SAFETY? ARE TEMPS COVERED? Articles 44.17 and 33.

Yes. Temps are fully covered by the Health and Safety provisions of the Collective Agreement. This means that Canada Post has an obligation to maintain a safe and healthy work environment for you.

It also means that you have to try and work in as safe a way as possible.

Often Canada Post does not live up to its obligations regarding health and safety. Instead of living up to their obligations, CPC sometimes tries to blame the worker.

## SOME RIGHTS OF TEMPORARY WORKERS ARE HEALTH AND SAFETY

The provisions of Article 33 of the collective agreement cover your rights with regards to health and safety. CUPW has published a fair amount of material with regards to health and safety. If you want any more information, please contact the Union:

- A. If you get injured or seriously ill at work, CPC has the obligation of transporting you to the nearest physician or hospital and back to either your workplace or home;

- B. If you notice that the environment is deteriorating in regards to health and safety, you should go and report this to your supervisor. You can go with a shop steward to do this;
- C. Only qualified workers can drive motorized equipment such as forklifts etc. If you are not trained you cannot drive it;
- D. If you are a qualified motorized equipment driver, you have 5 minutes at the beginning of your shift to inspect your machine to make sure it is in good working order;
- E. Internal workers can lift no more than 25 k or 55 pounds by hand. If an item is heavier than that, get help. Don't injure yourself;

- F. External workers cannot be required to lift tubs of mail in excess of 22.5 k or 50 lb. External workers cannot be required to lift bags of mail by hand that are more than 25 k or 55 lbs;
- G. You have the right to refuse work if you have reasonable grounds to believe that the performance of this work will endanger your health and safety or physical well-being or may similarly endanger a co-worker. If you are thinking of using your right to refuse, it would be advisable to check it out with a shop steward;
- H. If you are assigned to keying or coding duties where you have to process 1,200 or more pieces per hour, you are entitled to a five (5) minute rest break every hour. Talk to your co-workers about this;

- I. If you are assigned to drive a CPC truck or van, you get 5 minutes at the beginning of your shift to make sure it is in good working order;
- J. You don't have to drive a mechanically unsafe vehicle;
- K. You don't have to drive people in a vehicle that is not equipped for that purpose;
- L. If you notice a defect or a problem with your vehicle, you need to report it immediately to Canada Post;
- M. You don't have to clean up dangerous goods;
- N. With the exception of holiday periods, you have the right to sit on a stool while sorting short and long letters only;



- O. If you get into an accident while driving a postal vehicle you need to report it immediately to a supervisor. It is strongly suggested that you also speak to a shop steward as soon as possible.

I HURT MY ANKLE AT HOME. I HAVE A TEMPORARY ASSIGNMENT AS A LETTER CARRIER AND I CAN'T WALK WHAT HAPPENS?

Canada Post has a duty to accommodate temporary workers. This means that CPC has to see if there is any job that you can do. In this situation you need to tell your supervisor.

Canada Post will probably ask for medical information to outline what you can and cannot do.

However, the standard of accommodation for temporary employees is lower than the standard for regular employees.

**HEALTH AND SAFETY IS A VAST TOPIC.** If you have questions about Health and Safety contact your shop stewards.

This booklet cannot possibly cover all aspects of health and safety. It is an important topic and is vital to your protection. If you have any questions, by all means act.

**Remember, you don't  
have to hurt yourself  
or work unsafely.**

## UNIFORMS – Article 44.27

If you are working as a letter carrier, mail service courier or despatcher you are entitled to a uniform. CPC is supposed to supply it to you after you have completed your probation. You need to request your uniform in writing.

Here is a sample request letter.

*I \_\_\_\_\_ with a temporary seniority date of \_\_\_\_\_ hereby request that Canada Post provide me with a uniform entitlement as per the provisions of article 44:27 of the Collective Agreement.*

*I am currently working as a temporary*

\_\_\_\_\_.

*Thank you for processing this request.*

NAME: \_\_\_\_\_

HRID: \_\_\_\_\_

Temp Seniority Date: \_\_\_\_\_

Home phone: \_\_\_\_\_

**Keep a copy of this request!**

CPC is supposed to provide this uniform to you no later than 35 days following your written request.

If this does not happen, please see your shop steward.

## BOOT AND GLOVE ALLOWANCES – Article 44.28 and 44.29

If you are working as a temporary letter carrier or mail service courier, mail handler or mail dispatcher you are entitled to a 13 cents per hour differential as boot and glove allowance. If you are working in an area that is designated as a steel toed boot area and are not receiving the 13 cents per hour differential you will be entitled to a 12 cents per hour differential for protective footwear. Ask your co-workers or your shop steward if there are any protective footwear designated areas in your work locations.

In many areas you will be required to purchase steel-toed boots to wear. You will be required to wear steel-toed boots.

This is another reason why it is so important that temporary workers keep track of where they are working each and every day.

## OTHER PROTECTIVE CLOTHING – Article 44.29

If you are not entitled to a uniform allowance you may be entitled to have an apron or a quilted jacket to share. Check this out with your co-workers or your shop steward.

## CAN A TEMPORARY WORKER GO ON LEAVE FOR UNION BUSINESS – Article 44.17 and 26

Yes. In order to go on leave for Union business this needs to be agreed to and supported by the Local Union. In many situations the Union will reimburse you for loss of wages.

## Article 44.17 – TEMPORARY WORKERS AND OTHER PARTS OF THE COLLECTIVE AGREEMENT

Article 44.17 refers to a number of articles of the Collective Agreement that apply to temporary workers. It is an important article to refer to.

**NOTES FOR EXTERNAL TEMPORARY WORKERS AND FOR TEMPORARY WORKERS WHO DO LETTER CARRIER AND MAIL SERVICE COURIER POSITIONS:**

### DON'T START EARLY

There is tremendous pressure on temporary workers to start before their regularly scheduled start time in order to get the mail processed and delivered. **DO NOT DO THIS!**

This is a violation of the Collective Agreement and you could potentially get disciplined for this.

If you start early you are also helping Canada Post delete regular jobs. You are also making it way tougher for yourself and other temporary workers.

## TAKE YOUR LUNCH

There is pressure on temporary workers not to take their lunches, but to work straight through. **DO NOT DO THIS!** You should take your lunch break to get some rest and restore your sanity.

## DO NOT TAKE OUT RELAY BAGS ON YOUR OWN IF YOU ARE A LETTER CARRIER ON A FOOT ROUTE

This is a violation of the Collective Agreement. The end result of this, is that more full-time jobs are cut.



## REMEMBER YOU CAN'T BE EXPECTED TO BE AN EXPERIENCED LETTER CARRIER DURING YOUR FIRST COUPLE OF WEEKS ON THE JOB

It takes a while to learn a route and how to be a letter carrier. Don't pressure yourself or allow yourself to be pressured by management if you are learning a new route.

## TALK TO YOUR CO-WORKERS

You can get important advice and information by talking to your co-workers. More experienced letter carriers are able to provide you with really important information.

## YOU GET EXTENDED HOURS AND/OR OVERTIME IN CERTAIN SITUATIONS

Canada Post is required to cover every letter carrier walk every day, with the exception on

very extraordinary and rare circumstances. Often there are not enough letter carriers to do this. In these situations, CPC has to follow the following process:

- a. they have to offer extended hours up to eight to all regular part-time letter carriers in the station;
- b. they have to offer extended hours up to eight to all temporary letter carriers covering part-time positions in the station;
- c. they have to call voluntary overtime for all regular full-time letter carriers in the station;
- d. they have to call voluntary overtime for all temporary workers who are covering full-time letter carrier positions in the station;

- e. they have to call voluntary overtime to all regular part-time letter carriers in the station;
- f. they have to call voluntary overtime to all temporary employees covering part-time letter carrier positions in the station;
- g. they have to offer overtime and or extended hours to letter carriers from other stations who have put their name down in writing stating that they are willing to work extended hours and/or overtime in that station, and;
- h. by other means.

You can feel free to accept or reject the extended hours and/or overtime.

## OVERTIME AND YOUR OWN WALK

If you think that you are going to be doing overtime on your own walk, speak to your supervisor and tell that to her or him. They may get you help, or they may require you to work the overtime.

If Canada Post hassles you about working overtime, go and see a shop steward.

## YOU GET ADDITIONAL PAY FOR DELIVERING HOUSEHOLDERS IN CERTAIN SITUATIONS

The Collective Agreement calls for additional pay for delivering householders in some situations. Talk to your co-workers about householders. They can be tremendously helpful.

Appendix D of the Collective Agreement refers to householders.

## YOU GET ADDITIONAL MONEY FOR ONLY TAKING A TEN MINUTE COFFEE BREAK FOR LETTER CARRIERS AND MSCs

The official coffee break for letter carriers and MSCs is ten minutes. Canada Post pays workers additional money instead of extending their lunch break to 15 minutes. These amounts are included in Appendix A at point 5 of the Notes section. Temporary employees shall receive this money on their pay cheques.

## IF YOUR WALK IS OVER ASSESSED

If you are on an over assessed letter carrier walk (more than 485 minutes) you are entitled to over assessed payment.

Talk to your shop steward or your co-workers. They generally know which walks are over-assessed.

This is in accordance with the provisions of Appendix V of the Collective Agreement.

## IN CONCLUSION

CUPW has fought long and hard for the rights of temporary workers. The fight is not over by any means. We welcome you to our Union and ask you to join us to work for dignity and respect for all workers.

If you have any questions or comments about this booklet, please see your shop steward or contact the Local Union.

## **TEMPORARY WORKERS HAVE RIGHTS – USE THEM!**

**BE A PROUD CUPW  
MEMBER**

# NOTES

NOTES





