

Schulich School of Law, Dalhousie University

Schulich Law Scholars

Innis Christie Collection

6-8-1993

Re Canada Post Corp and CUPW (030-02-00037)

Innis Christie

Dalhousie University Schulich School of Law

Follow this and additional works at: https://digitalcommons.schulichlaw.dal.ca/innischristie_collection



Part of the [Dispute Resolution and Arbitration Commons](#), and the [Labor and Employment Law Commons](#)

Recommended Citation

Re Canada Post Corp and CUPW (030-02-00037) (1993), [1993] CLAD No 520, 1993 CarswellNat 2761 (Can LA) (Arbitrator: Innis Christie).

This Arbitration Decision is brought to you for free and open access by Schulich Law Scholars. It has been accepted for inclusion in Innis Christie Collection by an authorized administrator of Schulich Law Scholars. For more information, please contact hannah.steeves@dal.ca.

93 180 029

IN THE MATTER OF A REGULAR ARBITRATION:

BETWEEN:

THE CANADIAN UNION OF POSTAL WORKERS

(The Union)

and

CANADA POST CORPORATION

(The Employer)

LABOUR CANADA
 TRAVAIL CANADA

15 JUN 1993

ARBITRATION SERVICES
 SERVICES D'ARBITRAGE

RE: Charlottetown Local

CUPW No. 030-02-00037

BEFORE: Innis Christie, Arbitrator

HEARING DATE: April 20, 1993

AT: Charlottetown, P.E.I.

FOR THE UNION: Jeff Woods, Regional Grievance Officer
 Gerald Birt, President, CUPW Charlottetown
 Ivan Clow, Shop Steward
 Mickey MacDonald, Shop Steward

FOR THE EMPLOYER: Jo Anne Harrington, Labour Relations Officer
 Peter Collier, Superintendent of Operations,
 Charlottetown
 James Chandler, Letter Carrier Supervisor,
 Charlottetown

DATE OF WRITTEN CONFIRMATION OF DECISION: June 8, 1993

2

Union grievance alleging breach of the Collective Agreement between the parties bearing the date July 31, 1992, and in particular of Article 33 in that there are not stools for each case used for sorting short and long letter mail in the Charlottetown Main Post Office, and some of the existing stools are in poor condition. The Union requested an order that the Employer provide a proper complement of stools.

At the outset of the hearing in this matter the representatives of the parties agreed that I am properly seized of it, that I should remain seized after the issue of this award to deal with any matters arising from its application, and that all time limits, either pre- or post-hearing are waived.

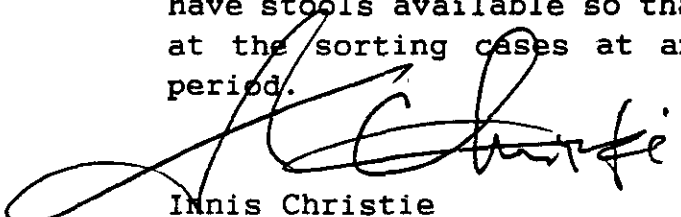
CONFIRMATION OF DECISION

For the Employer, Ms. Harrington objected that this matter had already been attended to. Mr. Woods said that what the Union wanted was recognition that employees were not required to work at sorting shorts and longs unless provided with proper stools.

I note that the Employer was in fact in compliance with the Collective Agreement by the date of the hearing. I note too that Article 33.27(a) of the Collective Agreement provides;

In each of the Corporation's facilities, a complement of stools shall be constituted such that there shall be a stool for each case used for sorting short/long lettermail. During the peak holiday period, however, when additional cases are required, this stock of stools shall not be augmented.

Subject to the exception noted, it is clear that the Employer is to have stools available so that there is one for each person working at the sorting cases at any one time, no matter how brief the period.



Innis Christie
Arbitrator