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IN THE MATTER OF A REGULAR ARBITRATION:

BETWEEN:

THE CANADIAN UNION OF POSTAL WORKERS

(The Union)

and

CANADA POST CORPORATION

(The Employer)

93 180 023



RE: MacKinnon R. and Kirkpatrick D.

CUPW No. 129-92-00005

BEFORE: Innis Christie, Arbitrator

HEARING DATE: April 20, 1993

AT: Charlottetown, P.E.I.

FOR THE UNION: Jeff Woods, Regional Grievance Officer
 Eldon Kilbride, President, CUPW Summerside
 David Kirkpatrick, Vice-President, CUPW Summerside

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

DATE OF WRITTEN CONFIRMATION OF DECISION: June 8, 1993

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Union grievance alleging breach of the Collective Agreement between the parties bearing the date July 31, 1992, and in particular of Articles 15, 17 and 39 in that the grievors were bypassed for overtime while a casual employee worked.

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 settled. The grievors had been told by the manager in Summerside that they would be paid. Mr. Woods said that the Union's concern was that the Appendix Q Form does not say that the action involved in allowing a grievance has actually been carried out; only that it will be. This makes it difficult for the Union to track these matters, and even the grievors themselves cannot be sure, especially where what is involved is a small amount of money. Ms. Harrington gave assurances that the money owing here had actually been included in the grievors' last pay cheque. That being so, I held there was nothing more for me to do in this matter.

The nature of an order in the "regular" process makes it an inappropriate vehicle by which to deal with the recurring problem noted by the Union; but notice to the Union of fulfilment of obligations arising out of the grievance process does seem to be an administrative matter that could be worked out by the parties rather than burdening the grievance process.

A handwritten signature in black ink, appearing to read 'Innis Christie', written in a cursive style.

Innis Christie
Arbitrator