



cupw sttp

Scarborough Local 602

Contact us at: 416-412-1100

June 5, 2026

RUNNING FROM MEANINGFUL CONSULTATION!

On Friday 29 May 2026, a contingent of the Local executive and workers from the AJPC, assembled at Albert Jackson Processing Center to hold urgent but delayed consultations on the practical issues facing the rotation of duties process. Management refused to hold any discussions of the issue of 14.21. They demanded that the union withdraw any grievances on the issue of 14.21 before consultations take place.

Since March 1, 2026, there are no rotation of duties taking place at the AJPC arising from “meaningful consultations” between the parties.

On March 13, 2026, with advice from Irwin Nanda - Director Jennifer Gall, PC&R’s Luigi Damico, and their assembled team, walked out of consultations.

They claimed that their walking out was triggered by the fact that the union brought to their attention their violation of the February 2025 Memorandum of Settlement about the 14.21 **process**. The ambitious Mr. Nanda, who now holds a lofty title LR Specialist, declared to those assembled “then go back to Ponak”. This was used to skuttle the holding of March 13th meaningful consultations.

They refused to engage unless this matter was sorted out.

The parties met with Arbitrator Ponak on May 5, 2026, and the following Memorandum of Settlement was issued.

May 5, 2026

*To: Learie Charles and Derek Richmond (CUPW)
Irwin Nanda and Stephen Williams (Canada Post)*

From: Allen Ponak (Arbitrator)

Re: Rotation of Duties, Albert Jackson Postal Plant

At an arbitration hearing on February 20, 2025, the Union and Employer reached a memorandum of settlement (MOS) regarding rotation of duties disputes at Albert Jackson that had been the subject of grievances filed in 2023. Since the MOS was signed, further disputes have arisen from 2026 changes in Rotation of Duties at the plant. At an arbitration hearing on May 5, 2026, the parties agreed that the February 20, 2025 MOS would be applied to Rotation of Duties disputes that arose in 2026.

The February 20, 2025 MOS is set out below:

1. Canada Post agrees to consult with the Local Union to develop a Rotation of Duties program that prioritizes employee health and safety. The program must ensure that all employees can perform the duties associated with their classification, selection, and work schedule. Where circumstances warrant, the parties may refer a matter to the

Local Joint Health and Safety Committee.

2. Canada Post shall inform the Local Union of any substantive changes to the Rotation of Duties and engage in meaningful consultation before implementing those changes. The Rotation of Duties must be clearly defined and detailed, ensuring that employees know their assigned tasks at the start of each shift. Canada Post must ensure that the rotation process does not negatively impact employees.

3. Furthermore, Canada Post will work collaboratively with the Local Union to identify and eliminate safety hazards, ergonomic risks, and any other health and safety concerns arising from the Rotation of Duties. Canada Post will adhere to article 14.21 of the collective agreement and will not deviate from its provisions in practice.

4. If operational reasons require the re-assignment of one or more employees from their assigned rotational duties, seniority shall be used to determine the re-assignment.

Now at the beginning of discussion on this matter on May 29, 2026, the “specialist” declared that without the union withdrawing grievances, they cannot consult with the local on the urgent matter of 14.21!

Nanda claimed that such a demand was the outcome of meeting with the Arbitrator on May 5th 2026, and that the new MOS on this matter was based on his understanding. (His only demand was that the Arbitrator should **not** be seized of the May 2026 MOS as a condition of CPC agreement.) According to PC&R’s Luigi, (who was not present at any arbitration) however, the Arbitrator stated that the grievances should be resolved!!!

This is another shameful episode for Canada Post. The May 5, 2026, MOS is clear in its intentions. There are no words written in that document which gives rise to Nanda’s and Luigi’s bizarre interpretation of what is written. Any agreement to withdrawal grievances would have had at least a line in this MOS. This would have been insisted upon by Nanda to safeguard himself!

This fabrication by the “Specialist” is nothing short of outrageous! Yet the Director Gall and PC&R’s Luigi continue to refuse holding important discussions on the issue of Rotation of Duties – where a chaotic and worsening Health and Safety situation has developed since March 1, 2026.

To the members faced with this dangerous ROTATION OF DUTIES situation - take measures to protect your health and safety.

IT IS YOUR RIGHT TO REFUSE UNSAFE WORK UNDER ARTICLE 33.13 (a)! OR UNDER THE LABOUR CODE PART 2 SECTION 127.1.

As long as you have reasonable grounds to believe that the performance of this work will endanger your health, safety or physical well-being, or may similarly endanger another employee.



Learie Charles

**President – Scarborough Local Canadian Union of Postal Workers. **