

COLLECTIVE AGREEMENT

Between

CEP LOCAL 191 EMPLOYEES UNION

And

THE COMMUNICATIONS, ENERGY AND

PAPERWORKERS UNION OF CANADA,

LOCAL 191

Effective July 1, 2013

INDEX

Article	Page
Preamble	2
1 Scope and Application of the Agreement	2
2 Salaries	3
3 Hours of Work	3
4 Overtime	3
5 Annual Vacations	4
6 Sick Leave	5
7 Compassionate/Bereavement Leave	5
8 General Holidays	6
9 Leaves of Absence	6
10 Health and Welfare	6
11 CEP Multi-Employer Pension Plan	7
12 Seniority	8
13 Management Rights	8
14 Notice of Termination	8
15 Automobile and Other Expenses	8
16 Definitions	9
17 Union Security	9
18 Dues Checkoff	10
19 Discipline and Discharge	10
20 Contracting Out	10
21 Layoff and Recall	10
22 Grievance and Arbitration	11
23 Discrimination/Harassment	12
24 CEP Humanity Fund	13
25 Responsibility Pay	13
Schedule "A" Salaries and Wages	14
Appendix "A" Seniority List	14

PREAMBLE

The relationship between members of staff and the elected leadership of CEP Local 191 is unique.

We have a joint responsibility to uphold and promote the traditions and principles upon which the CEP and trade unionism was developed in carrying out the programs and policies of the total union.

This relationship is much different from the normal employer-employee relationship under which many of the CEP membership must work and therefore this collective agreement does not contain the details of many issues that would normally appear in a collective agreement.

The CEP elected leadership clearly recognizes the important role the staff play in the success of CEP Local 191 and in the success of the CEP in carrying out the mandate of our constitution and, within that framework, will attempt to provide the measure of security, wages, benefits and conditions that reflect the importance of the staff to the CEP.

Article 1 – Scope and Application of the Agreement

- 101 a) This agreement, made and entered into this 23rd day of June, 2013 and between CEP Local 191 (hereinafter referred to as the “Employer”) through its authorized representatives and the employees of CEP Local 191, shall be effective July 1, 2013 and shall end on June 30, 2018. Written notice of desire to amend the agreement shall be given by either party prior to the expiration date of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired agreement shall be maintained until a new agreement is reached or the employer or the staff signatory authorizes legal action hereto.
- b) The employees shall be members of the employer union, shall be able to attend any executive or general meeting of the employer, and shall have an ability to discuss any motion.
- 102 CEP Local 191 employees’ work shall only be done by CEP Local 191 employees or by appointed CEP Local 191 members for a period of time not to exceed thirty (30) days for the purposes of temporary campaigns, membership votes and other emergencies.
- 103 The employer agrees to defend and indemnify the employee against any liability suit brought by an individual or company against the employee due to her/his representation of the employer, provided that the actions of the employee relate to the business of the employer and the employee has been acting in the course of her/his employment.

104 The employees shall report to the Executive Board as to the status of local business as required by the Board at any executive meeting. Direction of the employees' work shall be determined at executive meetings of the employer.

Article 2 – Salaries

201 Salaries shall be paid to each employee in accordance with Schedule, "A" which is part of this agreement.

202 An employee's anniversary date for incremental purposes shall be the date on which she/he last commenced employment with the employer.

203 Increments shall be paid effective from the actual anniversary date.

204 Salaries shall be quoted in terms of gross weekly rate.

Article 3 – Hours of Work

301 Regular hours of work will be:

- a) Seven and one-half (7.5) hours per day.
- b) Thirty-seven and one-half (37.5) hours per week.

302 Regular hours of work shall:

- a) Include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.
- b) Exclude a meal period of thirty (30) minutes during each work day.

Article 4 – Overtime

401 Local Representatives:

- a) In lieu of overtime, casual leave of fifteen (15) days per year shall be granted to each employee.
- b) It is expected that casual leave will be used within the year that it is granted (subject to the operational requirements of the office). If after every reasonable effort has been made to utilize the casual leave, and the employee has been unable to use the days, then the employer will pay out the remaining days annually on the last working day of December.

c) Except for executive board and general membership meetings, employees shall not be required to work weekends or general holidays unless mutually agreed upon by the parties.

402 Administrative Assistant:

a) In lieu of overtime, casual leave of five (5) days per year shall be granted to the Administrative Assistant.

b) The Administrative Assistant shall not be required to work weekends or general holidays unless mutually agreed upon by the parties.

Article 5 – Annual Vacations

501 Annual vacation shall be earned during the period January 1 to December 31, with vacations earned in one vacation year to be taken within the next vacation year.

502 The whole of the calendar year shall be available for vacation to be taken.

503 An employee who has not completed one year's continuous employment as of January 1 shall be given a pro-rata vacation entitlement for that year.

504 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

a) Fifteen (15) working days per year commencing in the first (1st) year of employment;

b) Twenty (20) working days per year commencing in the fourth (4th) year of employment;

c) Twenty-five (25) working days per year commencing in the eleventh (11th) year of employment;

d) Thirty (30) working days per year commencing in the fifteenth (15th) year of employment.

One additional week's vacation will be granted to employees employed at the date of ratification in the year of her/his twentieth (20th) anniversary of employment. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

505 Overtime or casual days may be used in conjunction with vacation providing operating requirements permit.

506 Employees on Workers' Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

507 Vacations may be taken in advance or delayed only with the approval of the employer.

Article 6 – Sick Leave

601 Following six (6) months continuous employment all employees covered by the terms of the collective agreement, when absent from work due to accidents, illnesses and/or hospital stays, will be compensated by the employer, including for non-elective day surgery, commencing from the first working day and continuing for a period of twenty-six (26) weeks at each employee's regular weekly wage. Following the twenty-six (26) week period of sick leave at each employee's regular weekly wage, employees will be compensated at the long term disability rate of pay in effect at the time until such time as long term disability benefits become payable.

602 The employer shall compensate employees at their regular weekly wage for three additional family days per calendar year as needed.

603 An employee who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to the Local President or designate.

604 An employee unable to work because of a work-related injury or illness will inform the employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payments will be paid directly to the employee by the WCB.

605 The employees agree to bring concerns about health and safety issues to the Personnel Committee. The employer agrees to work with the staff to resolve any issues brought forth.

Article 7 – Compassionate/Bereavement Leave

701 Compassionate/Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of a death of a spouse, live-in partner, child, parent, sibling, in-laws, grandparents, grandparent-in-law, former legal guardian, fiancé(e), and any other close relative.

702 Leave may be extended because of travel.

703 Necessary time off up to one day without loss of pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

Article 8 – General Holidays

801 A paid day of rest shall be granted to every full-time employee on or for each of the following General Holidays:

New Year's Day (Jan. 1)	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	August Civic Holiday
Christmas Day	

And any other holiday declared by the Federal or Provincial Government Authority.

Article 9 – Leave of Absence

901 All requests for leaves of absence to be made in writing four (4) weeks in advance, if possible.

902 Education Leave

a) Leave of absence with pay and reasonable expenses shall be granted for educational programs approved by the employer.

b) During the term of this agreement, the employer will attempt to provide thirty-seven and one-half (37.5) hours of educational programs, for each employee, during regular working hours.

c) If the employer requires attendance at any meeting, conference, workshop, seminar, course, or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.

Article 10 – Health and Welfare

1001 The employer will provide the following benefits:

1. Life insurance
2. Long term disability insurance

3. Dental plan
4. Extended health and vision care

The employer and employee agree that the employee shall continue to be enrolled in the CEP Group Benefit Plan or its successor. If group plans are not available, the employer will pay the reasonable costs necessary to maintain enrolment in individual plans. A reasonable period of time shall be allowed to implement these plans. The employer shall continue to maintain premium payments while employees are on sick leave and/or long term disability benefits.

- 1002 The employer commits to maintaining the current level of benefits during the life of this agreement.

Article 11 – CEP Multi-Employer Pension Plan

- 1101 a) The employer agrees to contribute to the CEP Multi-Employer Pension Plan (hereinafter sometime referred to as the Plan) eighteen (18) percent of weekly wages and vehicle allowance for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the employer. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, LTD, vacations, union leave, holidays, disability insurance, bereavement leave, jury and/or Crown witness duty). The union and employer trustee administers the Plan jointly.

The employees shall have the option to direct contributions to Registered Retirement Savings Plan.

- b) Each employee at the date of ratification shall be credited with five (5) days of pre-retirement leave per year of service (seniority). Employee's hired after the ratification date will receive five (5) days of pre-retirement leave per year of service (seniority) up to a maximum of twenty (20) weeks.

- c) Upon retirement, the employee may choose to take their accumulated pre-retirement in a lump sum or as a continuation of salary until the scheduled retirement date. When the employee chooses to take the lump sum payment, the last day worked shall be considered the retirement date, and benefits shall cease on this date. Where an employee chooses to take a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

Article 12 – Seniority

1201 Seniority shall be defined as the length of continuous employment of an employee covered by this agreement from the last day upon which an employee commenced employment with the employer. It shall be the determining factor in vacation selection, layoff and recall.

*NOTE: Seniority listing included in Appendix “A”.

Article 13 – Management Rights

1301 The employer agrees to exercise its management rights and to administer the terms of this agreement in a consistent, equitable and non-discriminatory manner.

Article 14 – Notice of Termination

1401 Employees shall only be terminated for just cause.

1402 Employees may terminate their employment voluntarily with fourteen (14) days written notice to the employer.

Article 15 – Automobile and Other Expenses

1501 The employer agrees to provide a regular vehicle allowance of \$800.00 to the Local Representatives to be paid monthly. The allowance will be increased July 1, 2015 to \$825.00 and July 1, 2017 to \$850.00

1502 The employer shall provide parking with plug-ins to all employees in the bargaining unit at no cost to the employee.

1503 Upon submission of expense reports, the employer shall pay all authorized and reasonable expenses incurred by employees in the service of the employer when accompanied by receipts.

1504 a) For all trips for authorized employer business outside the City of Winnipeg, Local Representatives will be paid forty-two (\$0.42) cents per kilometre for the use of their vehicle.

b) If the Administrative Assistant is required to use her personal vehicle on behalf of the employer, she will be compensated at the rate of forty-two (\$0.42) per kilometre.

1505 The employer shall provide CAA Plus membership to all employees required to use their personal vehicles for business.

1506 The employer shall provide Basic Gold Star Costco memberships to all employees.

- 1507 All employees will be provided with an annual Health Spending Account in the amount of \$500.00 to be used toward the payment of health and welfare related service and/or products. Receipts to be provided.
- 1508 The Union shall purchase when necessary laptop computers and be responsible for all maintenance.
- 1509 The employer shall pay a monthly cell phone allowance of \$150 for employees that require them for work. In addition, the employer shall reimburse employees the cost of long distance cell phone calls incurred when they are required to work outside of the City of Winnipeg.

Article 16 – Definitions

- 1601 Feminine and masculine gender: where the feminine is used, shall also mean the masculine, where applicable.
- 1602 Where plural is used, it shall also mean singular, wherever applicable.
- 1603 Term employees are defined as employees hired for a specific period of time not to exceed one year. They cease to be employed when the specified time period has been completed. This period may be extended by mutual agreement between the employer and the staff without further posting.
- All provisions of the collective agreement shall apply except for 1101. Article 401 and 402 will be prorated in accordance with the length of the term. Article 12 will only apply if the temporary employee is awarded a position before her/his term has expired.
- 1604 Probationary period shall mean an employee's first three (3) months of employment and the employee shall not attain seniority until the expiration of the probationary period. When the probationary period expires the employee's seniority shall then be dated back to the employee's last date of hire.

Article 17 – Union Security

- 1701 If a new position is created within the bargaining unit, the employer agrees to meet with the staff and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 22 of this agreement.
- 1702 No employee within the scope of this agreement shall enter into any separate agreement which conflicts with the provision hereof.

1703 Representatives of the staff and/or grievor's shall suffer no loss of pay or benefits as a result of their involvement in grievance or arbitration proceedings or Labour Board hearings related to the staff.

Article 18 – Dues Checkoff

1801 Each employee covered by this agreement shall have union dues deducted bi-weekly in an amount equal to the monthly union membership dues, initiation fees or assessments, levied in accordance with the union's constitution and bylaws.

Article 19 – Discipline and Discharge

1901 Upon written request, the employee shall be given the opportunity to examine any document which is placed in said employee's personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and the employee's reply to any such document shall also be placed in her/his personnel file. Upon written request, the employee shall also receive an exact copy of such document.

1902 Only one (1) personnel file shall be kept for each employee.

1903 No employees shall be disciplined or discharged without just cause.

1904 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless she/he is a danger to himself or others, and will be represented at such meetings by a delegate of the employee's choice.

1905 An employee shall be notified in writing of the reasons for discipline or dismissal.

1906 An employee who considers herself/himself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 22 – Grievance Procedure.

1907 An employee may examine her/his personnel file upon written request.

Article 20 – Contracting out

2001 Work that is contracted out will not result in loss of job or layoff for any employee.

Article 21 – Layoff and Recall

2101 In the event of layoff, employees shall be laid off in reverse order of their seniority for their classification.

The employer shall notify employees who are to be laid off ninety (90) calendar days prior to the effective date of layoff or awarded pay in lieu thereof.

2102 Upon layoff, the employee will be paid a separation allowance equal to ten (10) days per year, or major portion thereof, based on their seniority date as shown in Appendix "A". Severance shall not exceed twenty-six (26) weeks for employees hired following the date of ratification

New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.

2103 Employees shall be recalled in order of their seniority, where jobs become available. The employer shall give notice of recall by registered mail. The employee shall keep the employer advised at all times of her/his current address. The employee shall return to work within seven (7) working days from the time she/he received notice of recall, unless on reasonable grounds she/he is unable to do so.

2104 The employer agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work.

Article 22 – Grievance and Arbitration

2201 Should a dispute arise between the employer and an employee concerning the interpretation, application or alleged violation of this agreement.

2202 Within fifteen (15) working days after the incident-giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the President or designate.

2203 a) Within ten (10) working days after the grievance has been filed, the President or designate shall investigate the matter and submit a report to the Executive Board at the next Executive Board meeting.

b) The Executive Board shall render a decision in writing within fifteen (15) working days after receipt of the grievance report.

2204 If the grievance is not resolved at the above step then the grievance may be submitted for arbitration.

2205 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

- 2206 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual reasonable circumstances.
- 2207 Nothing contained in this agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the employer and the employee.
- 2208 The following arbitrators will be used in rotation:
- Arne Peltz
Bill Hamilton
Michael Werier
- 2209 All costs associated with the arbitration, including the arbitrator, shall be paid by the employer.

Article 23 – Discrimination/Harassment

- 2301 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the employer or any employee by reason of age, religion, or creed, race or colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationships, political belief, course of income, physical or mental handicap, nor by reason of her/his membership or non-membership or activity in the union.
- 2302 The employer and the employees agree that no form of sexual harassment shall be condoned in the workplace or while off-site and performing her/his duties and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Both the employer and the employee shall treat situations involving sexual harassment in strict confidence.
- 2303 No form of employee abuse will be condoned. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible.

Article 24 – CEP Humanity Fund

2401 The CEP Humanity Fund is an independent non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The CEP Humanity Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructure as well as to encourage self-sufficiency.

The employer agrees to submit on behalf of the employees to the CEP Humanity Fund an amount equal to \$0.01 for each hour worked by all employees in the bargaining unit. However, for the purpose of deduction from the company's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union. The amount shall be submitted no later than the 15th day of the month following the month in which the hours were worked. The Union will provide a letter on quarterly remittances.

Article 25 – Responsibility Pay

2501 Current incumbent shall retain the responsibility pay however in the event of a new hire that only replaced the incumbent the new hire shall not receive responsibility pay except in the case where the office has two (2) or more staff representatives. The employer shall assign a person in charge for each shift. A premium for the person in charge shall be five (5) percent over the Local Representative's rate. It will be designated according to seniority and experience. For clarification, the shift premium shall be paid for each shift for which the employee reports to work, regardless of the location of work.

SCHEDULE "A" – SALARIES AND WAGES (Weekly)**Local Representatives:**

	Current	July 1, 2013 1.5%	July 1, 2014 1.5%	July 1, 2015 2%	July 1, 2016 2%	July 1, 2017 2%
Year 1	\$1,387.97	\$1,408.79	\$1,429.92	\$1,458.52	\$1,487.69	\$1,517.44
Year 2	\$1,512.81	\$1,535.50	\$1,558.53	\$1,589.70	\$1,621.49	\$1,653.92
Year 3	\$1,648.95	\$1,673.68	\$1,698.79	\$1,732.77	\$1,767.43	\$1,802.78
Year 4	\$1,797.33	\$1,824.29	\$1,851.65	\$1,888.68	\$1,926.45	\$1,964.98

Administrative Assistant:

	Current	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017
Year 1	\$1,040.98	\$1,056.59	\$1,072.44	\$1,093.89	\$1,115.77	\$1,138.08
Year 2	\$1,134.62	\$1,228.40	\$1,246.82	\$1,271.76	\$1,297.19	\$1,323.14
Year 3	\$1,236.72	\$1,422.63	\$1,443.97	\$1,472.85	\$1,502.32	\$1,532.36
Year 4	\$1,348.00	\$1,550.65	\$1,573.90	\$1,605.38	\$1,637.48	\$1,670.23

APPENDIX "A" – SENIORITY LIST

John Webster September 1, 2000
Debbie Yule October 1, 1984

Signed this _____ day of _____, 2013

For the Employer

Alto S. Jr.

[Signature]

Jeffery

James J. Walker

For the Employees Union

[Signature]

[Signature]

