

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA LOCAL 2000**

**AND**

**PULP, PAPER AND WOODWORKERS OF CANADA, LOCAL 5**

**January 1, 2003 - December 31, 2005**

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## ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to define clearly the hours of work, rates of pay, conditions of employment and to provide for a fair method of settling differences.

## ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this agreement shall include all employees of the Employer who are covered or may be covered by the certification issued by the Ministry of Labour of British Columbia. This agreement shall not apply to any officer or representative of the Employer.

2.02 (a) A permanent employee means a worker who is employed for work which is of a continuous full-time nature.

(b) A temporary employee is a worker hired to replace a permanent worker for a defined period of time.

(c) A casual employee is a worker hired for a limited period of time not to exceed one (1) month continuous employment. This period may be extended by mutual agreement.

## ARTICLE 3 - UNION RECOGNITION

3.01 The employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 2.01 hereof, for the purposes of determining all working conditions and conditions of employment.

3.02 The Employer agrees that all employees shall maintain union membership as a condition of employment.

3.03 New employees must join the Union within 14 days from the first day of employment.

## ARTICLE 4 - DUES CHECK-OFF

4.01 The Employer agrees to deduct, from the earnings of each employee covered by this agreement upon receipt of an authorization signed by each employee, such sum by way of monthly dues, dues in arrears, initiation fees, and/or assessments, as may be fixed by the local Union. The total amount so deducted with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the twentieth (20th) day of the month immediately following, in the manner provided for in subsection (2) hereof.

4.02 Cheques shall be made payable to the local Union, and forwarded to the local Union Secretary-Treasurer.

4.03 As a condition of employment, each employee must maintain Union membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Employer to implement the provision of Article 4.01 hereof.

## ARTICLE 5 - UNION SECURITY

5.01 The Employer shall not discriminate against any employee because of membership or activity in the Union, or for the exercising of rights provided for in this Agreement.

5.02 The representatives of the Union shall have the right to contact the employees at their place of employment on matters respecting this Agreement and its administration. The Union agrees that there shall be no undue disruption of work.

5.03 A quarterly two (2) hour leave of absence with pay shall be granted to each worker who is a union representative for work on behalf of the Union. It is understood that there will be no concurrent leaves under this provision.

5.04 The Employer agrees that a Union representative shall be allowed up to one hour during regular working hours, within the employee's first five (5) working days from date of hire to meet and discuss the function of the Union with each new employee.

5.05 The Employer agrees to grant a leave of absence, without pay, of up to two years to employees who have been elected to a full-time office or position with the Union. Further leave may be granted by mutual consent. Benefits and seniority shall be maintained during the period away and the Employer shall bill the Union to maintain coverage of health and welfare benefits.

5.06 The office steward may investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay.

5.07 The Employer agrees to provide a bulletin board on the premises for use by the Union.

5.08 An employee shall have the right to refuse to cross a picket line or handle struck work in connection with a labour dispute.

5.09 Employees shall be entitled to wear pins or emblems and/or steward badges while they are working. In addition, the Union initials and local number shall be placed on all stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee or typewritten correspondence of the Employer, and it shall appear on all matter printed by a member of the Union.

5.10 The Employer agrees to have the Union's logo placed on all bulletin paper, letterhead and newsletter that are in whole or in part produced by the union workers.

## ARTICLE 6 - PROBATION AND ORIENTATION

6.01 Orientation. New employees shall have one month's orientation, during which time the Employer will familiarize the new employee with its methods and operation. So far as is practical, the employer agrees that a new employee shall spend some time observing one of the full-time bargaining unit employees.

6.02 New workers shall be on probation for the first three (3) months of their employment. During this three (3) months an employee may be terminated if deemed unsuitable. Upon successful completion of the probationary period, the worker's seniority shall be retroactive to the date of hire.

6.03 The Employer shall carry out a performance appraisal of an employee in their probationary period. The employee shall be made aware of these reviews.

6.04 Probationary employees shall be entitled to all the rights and privileges of the Agreement, except as noted in Article 6.02.

6.05 (a) For the purpose of determining entitlement to benefits, a probationary employee's length of service shall be computed from their first day of employment.

(b) Employees shall be eligible to participate in the dental plan after they have completed six (6) calendar months of employment.

#### ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 (a) Permanent workers shall work 7 and 3/4 hour shifts with one flex day in a 10-day work period. Flex days shall be determined by seniority. The schedule will be determined for a minimum of one month at a time and will be posted.

(b) Casual workers shall work seven (7) hours shifts to a maximum of thirty-five (35) hours in one (1) week and if called in to work shall be paid not less than four (4) hours.

7.02 The Union recognizes that the Employer's office will normally be staffed between the hours of 8:00 a.m. and 5:00 p.m. daily. Work schedules must be authorized one (1) week in advance by the administrative officer or the President or his/her designate.

7.03 A one (1) hour lunch period will be provided and taken within the two hours in the middle of the day. An employee may opt for a 1/2 hour lunch break where such shortened lunch periods conform with Article 7.02. Two relief periods per day of fifteen minutes, one in the morning and one in the afternoon shall be taken without loss of pay.

7.04 All overtime worked after regular working hours and days shall be considered overtime and shall be paid at the rate of double time. All overtime must be authorized by the Administrative Officer or the President or his/her designate of CEP Local 2000.

7.05 The Employee shall have the choice of taking money or of taking equal value of time off at a mutually agreeable time.

7.06 Meal money at the rate of \$12.00 will be paid when an employee is required to work overtime in excess of one and one-half (1 1/2) hours. The employee will be allowed one half (1/2) hour for the meal time. This time will not be included in the overtime charged, but meal money will be paid whether or not meal time is taken.

7.07 An employee who, having been released from duty, is recalled for overtime shall be paid for time worked, but not less than four (4) hours plus all travel time, all at the overtime rate.

7.08 The Employer shall cause a record of all overtime to be kept. Such record shall be made available to the Union, once a year on request.

7.09 No employee shall be penalized for refusing to work overtime.

7.10 The employer agrees to pay taxi fare for any employee who works past 9 pm

#### ARTICLE 8 - STATUTORY HOLIDAYS

8.01 The following holidays will be granted to all permanent employees with full pay:

New Years Day	Remembrance Day	Labour Day
Good Friday	Boxing Day	Thanksgiving Day
Canada Day	Christmas Day	BC Day
Victoria Day	Member's Birthday or day in lieu	

and any other proclaimed holiday by Federal and Provincial governments.

8.02 Holidays falling on Saturday, Sundays or on the employee's regularly scheduled day off shall be taken on the following Monday or preceding Friday.

8.03 Where an employee is on vacation and a paid statutory holiday falls within that period, the paid holiday shall be in addition to the vacation period.

#### ARTICLE 9 - VACATIONS

9.01 For the purpose of the agreement, the calendar year shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

9.02 (a) On January 1st of each year, employees with one or more years of continuous service shall receive:

1. for a complete year's service - 14 days vacation;
2. for a partial year's service - 2 days vacation for each month's service up to a maximum of 14 days.

(b) On January 1st of each year, employees having two (2) or more years of continuous service shall receive in that year:

1. for a complete year's service - 18 days vacation;
2. for a partial year's service - two days vacation for each month's service up to a maximum of 18 days.

(c) On January 1 of each year, employees having five (5) or more years of continuous service shall receive in that year:

1. for a complete year's service - 23 days vacation;
2. for a partial year's service - two (2) days vacation for each month's service up to a maximum of 23 days.

(d) On January 1st of each year, employees having

1. 11 years of service shall receive in that year - 23 + 1 day  
12 years of service shall receive in that year - 23 + 2 days  
13 years of service shall receive in that year - 23 + 3 days  
14 years of service shall receive in that year - 23 + 4 days
2. For a partial year's service - two (2) days vacation for each month's service up to the maximum noted in (d)(1).

(e) On January 1st of each year, employees having fifteen (15) or more years of continuous service shall receive in that year:

1. for a complete year's service - 27 days vacation.
2. for a partial year's service - 3 days vacation for each month's service up to a maximum of 27 days.

9.03 The vacation planner shall be posted not later than January 30 of each year and the employees shall submit their prime vacation requests by March 31 of each year.

These requests shall be processed based on seniority, and mutually agreed upon between the administrative officer or the President or his/her designate and the employee concerned.

9.04 Workers shall be entitled to bank up to a maximum of ten (10) days vacation.

9.05 An employee may, upon giving 15 days notice, receive on the last working day preceding commencement of their vacation any cheque which would normally fall due during the period of the vacation.

9.06 Approved sick leave during vacation - where an employee is sick during his/her vacation time, such sick leave will be charged to sick leave credits and his/her vacation shall be rescheduled upon presentation of an attending physician's certificate.

9.07 Where an employee is absent by reason of vacation, illness or disability, creating an unreasonable increase in workload, an additional employee(s) shall be hired. In addition, during any absence longer than three days, scheduled a minimum of two weeks in advance, a replacement worker shall be hired.

#### ARTICLE 10 - SICK LEAVE AND MEDICAL/DENTAL BENEFITS

10.01 Sick Leave -

(a) No employee will be terminated due to illness or accident.

(b) An employee shall be allowed fifteen (15) days sick leave per year with pay. The Employer shall put into a central pool an additional four (4) days per permanent employee. Each employee with children may draw equally from this central pool for sick leave attributable for sick children. It is understood that the foresaid sick leave is not accumulative.

(c) In the event of an illness in excess of three (3) days, a statement of a physician stating the facts of confinement is required.

(d) Any physician's certificate required under this or any other Article of this Collective Agreement shall be paid for by the Employer provided the employee concerned presents a receipt for the amount paid.

10.02 Medical Services Plan - During the life of the current agreement, the employer will continue to pay 100% of the cost of the premium for the Medical Services Plan (MSP), which will be available to all employees, their spouse and dependents, effective on the first of the month immediately following the date of hire.

10.03 All eligible workers shall be covered by the Union's Health and Welfare Plan "A". In addition to those benefits it is agreed that life insurance for permanent staff shall be 2 times the annual wage with a maximum of \$92,000. All costs of this plan shall be borne by the employer.

10.04 Dental Plan - the employer shall pay 100% of the monthly premiums of the CEP Local 2000 Pacific Newspaper Group Health and Welfare Plan.

10.05 Pension Plan - the Employer agrees to contribute to the CEP Pension Plan (Canada) (hereinafter sometimes referred to as the Plan) in the year 2003, \$10.25 per shift or \$51.25 per week, whichever is greater, in the year 2004, \$10.53 per shift or \$52.65 per week, whichever is greater and in the year 2005, \$10.79 per shift or \$53.95 per week, whichever is greater for each permanent employee covered by this agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing employers. Contributions shall be made for any shift for which an employee receives compensation (eg. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty).

10.06 (a) Temporary and casual workers are entitled to all the rights and privileges of this Agreement. Temporary and casual workers will have their benefits pro-rated to hours worked. In lieu of benefits, workers with less than three (3) months continuous service shall receive an additional thirteen and one-half percent (13.5%) over their hourly rate.

(b) After three (3) months of continuous service, temporary employees shall receive the following:

- i) vacation pay
- ii) sick leave
- iii) statutory holidays
- iv) medical plan
- v) extended medical plan

(c) After one (1) year of continuous service, temporary workers shall receive the pension plan benefit.

#### ARTICLE 11 - SPECIAL LEAVE AND LEAVES OF ABSENCES

11.01 Upon application, an employee shall receive up to one (1) year's leave of absence for reasons other than sick leave. Such leave will be without pay and granted on the basis of seniority. Only one employee will be granted such leave at any one time. No benefits will be paid during such leave, but the employee's seniority will be maintained. The employee has the option of maintaining his/her own benefits.

11.02 Educational Benefits - Employees may make application to the Employer for payment of course fees, and texts for education taken on the employee's own time which is job-related. The Employer shall not unreasonably deny such request. It is understood that the foregoing applies to night school and weekend courses.

11.03 In the case of bereavement an employee will be granted leave with pay in the following amounts:

(a) Five (5) days in the event of the death of the employee's spouse, child, mother or father.

(b) Four (4) days in the event of the death of a member of the employee's immediate family for the purpose of traveling to attend to matters relating to the death when the death occurs more than 800 kilometres from Vancouver.

(c) Three (3) days in the event of the death of a member of the employee's immediate family where the death occurs less than 800 kilometres from Vancouver.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits.

(e) For the purposes of benefits coverage and bereavement leave, the local recognizes same sex couples as a common-law relationship. All eligible employees will complete a notarized declaration of status form supplied by the company should they wish to participate in employee benefits as provided by the Local.

For the purposes of the above, immediate family means: sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

11.04 Short Term Union Leave - Upon written application from the Union, an employee shall be granted a short term leave, without pay, of up to thirty (30) days, to attend to Union business, provided such leave does not cause unnecessary disruption to the Employer's services. The Employer will continue the employee's benefits for this period.

11.05 Leaves for Court Appearances - An employee who is called for jury duty or has been served with a subpoena as a witness shall continue to receive their regular rate of pay, less any amount paid in respect of the jury duty, for any day he/she is regularly scheduled to work.

11.06 Upon application, a permanent employee shall receive a maximum 60 days per year leave of absence for military service. Such leave will be without pay. The employee's health and welfare benefits will be maintained during such leave at no additional cost to the employee. The employee's seniority shall be maintained during such leave. The employee shall not accrue vacation credits during such leave. Employees on military leave shall not be compensated for statutory holidays that fall during such leave. No employee shall be entitled to more than 150 days military leave over a 5-year period. The employee shall endeavor to give three weeks notice of a military leave.

## ARTICLE 12 - PARENTAL LEAVE

12.01 Maternity and parental leave will be granted upon request and in conformity with the time periods specified in the Unemployment Insurance Act (Canada). However, no employee shall be required to take a leave of absence, nor shall an

employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the Employer been continuous. An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, and other length of service benefits. Failure to return at the end of parental leave shall be termed a voluntary resignation. Two (2) weeks notice shall be given by the employee if possible at the commencement of maternity leave and two (2) weeks notice prior to returning. For each pregnancy maternity and parental supplemental unemployment benefits (SUB) shall be paid as follows:

(a) Where an employee is eligible for EI maternity and parental benefits and (1) provides the Employer with proof that she has applied for and is eligible for said EI benefits and (2) signs an agreement as follows: I ..., agree that I will return to work at the end of my parental leave and will remain an employee of the Employer for at least six (6) months after my return to work. If I fail to do so I acknowledge my indebtedness to the Employer for the amount received from the Employer as maternity and parental allowance.

(b) The employee shall receive weekly benefits as follows: - for the first two (2) weeks - 95% of full pay; for the fifteen (15) weeks of maternity leave and/or ten (10) weeks of parental leave, the difference between the weekly EI benefit rate and 95% of the employee's insurable earnings.

Notwithstanding, in all weeks, the combination of unemployment insurance benefits (EI), supplemental unemployment benefits (SUB) and all other earnings will never exceed 95% of employee's normal weekly earnings.

No employee is eligible for the benefits outlined in paragraph (ii) above until she/he has been employed for twelve (12) months by the Employer.

The SUB plan shall be changed to match any increases in the length of EI maternity and parental leaves.

(b) Two (2) days paid paternity leave will be granted on the birth or adoption of a child.

12.02 Upon the employee's request, she will be granted a maternity leave of absence for a period of up to six (6) months, without pay. Upon the employee's request, this maternity leave shall be extended up to an additional six (6) months for health reasons.

12.03 The employee shall decide at what point in her pregnancy she shall commence her maternity leave.

12.04 The employee shall continue to accrue seniority while she is on maternity leave.

12.05 Illness arising due to pregnancy prior to commencement of maternity leave will be charged to normal sick leave credits.

12.06 All benefits provided by the Employer for the employee, or partially subsidized by the Employer for the employee, shall

be continued while the employee is on maternity leave and is eligible for EI benefits. Beyond this time period, the employee shall pay 100% of the premiums to maintain their coverage.

12.07 An employee with one year of seniority may at any point during maternity leave, give written notice to the Employer that she does not intend to return to work within the period of time for which the maternity leave was granted under Section 2 of this Article. This employee may, at any time within five (5) years of the date of the written notice referred to in this section, make application in writing for re-employment. The employee's name shall be placed on the recall list and she shall be offered the first available position in accordance with the rules for recall established in Article 15.

#### ARTICLE 13 - WORKER'S COMPENSATION

13.01 The Employer shall continue to pay Worker's Compensation Assessments.

#### ARTICLE 14 - WAGES

Weekly Rates	Jan. 1/2003	Jan. 1/2004	Jan. 1/2005
Clerical/Temporary	\$964.32	\$990.84	\$1,015.61
Bookkeeper	\$1,161.37	\$1,193.31	\$1,223.14
Hourly Rates	Jan. 1/2003	Jan. 1/2004	Jan. 1/2005
Casual	\$19.93	\$20.47	\$20.98

#### ARTICLE 15 - SENIORITY

15.01 Seniority for permanent employees shall be on the basis of an employee's continuous service with the employer calculated from the first day of employment. Seniority for temporary and casual employees shall be based on actual hours worked within each classification.

#### ARTICLE 16 - LAYOFF AND RECALL

16.01 In the event of a shortage of work, the Employer and Union shall meet to discuss the situation and the following procedure shall be adopted in the event of layoff:

(a) There shall be no reduction in the workforce without a corresponding reduction in the workload. If a reduction of staff is agreed to, employees will be laid off in reverse order of seniority.

(b) An employee laid off shall be on the recall list for a period of two (2) years.

(c) The Employer shall give three (3) months notice and severance pay according to Article 20, to all employees who are laid off.

(d) Notwithstanding any other provision of this collective agreement, in the event that 70% or more of CEP Local 2000 members are idled by strike or lockout and as a result the employer reduces its number of full-time paid representatives, after such a reduction, the employer may consider layoff of staff due to economic reasons.

16.02 (a) Employees shall be recalled in the order of seniority

as job(s) become available.

(b) Notice of recall shall be made by telephone, or if unsuccessful, by registered mail, to the last address of the employee known to the Employer. A copy of the recall notice shall be sent to the Union office.

(c) It shall be the responsibility of the employee on the recall list to keep the Employer informed of his/her address and telephone number.

(d) The recalled employee must indicate their intention to return to work within five (5) days of receipt of the recall notice. The employee, having received the recall notice and having agreed to return to work, shall return within five (5) day period that allows adequate consideration to the employee to re-arrange their personal affairs.

(e) When reinstated, the employee shall retain their seniority and shall be in the same wage category as he/she would have been had the layoff not occurred.

#### ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.01 No employee shall be disciplined without just cause.

17.02 (a) The employee shall be notified in writing outlining the reasons for dissatisfaction with the employee with a copy to be sent to the Union.

(b) When an employee is disciplined, a shop steward or another union members shall be present at the employee's request.

17.03 The employee shall have access to the grievance procedure.

17.04 Any written censures, letters of reprimand and adverse reports resulting from disciplinary action shall be removed from the employee's files and destroyed after six (6) months from the date it was issued.

17.05 Failure to cross a picket line or handle struck work shall not be considered grounds for disciplinary action or otherwise considered to be a violation of this Agreement.

#### ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 For the purpose of this Agreement, grievance shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, operation or alleged violation of this agreement. These differences shall be settled conclusively in the following manner:

(a) Step 1- The employee who has a grievance shall first go to the supervisor. The employee may be accompanied by the Union representative or designate.

(b) Step 2 - If the grievance is not satisfactorily settled in Step 1 above, the employee along with the Union representative or designate, shall submit two (2) copies of the grievance in writing to the table officers. Within five (5) working days of

receipt of the written grievance, the table officers shall return one (1) copy with their answer to the Union representative.

(c) Step 3 - The employee, with the Union representative, shall meet with a minimum of three (3) CEP Local table officers. The parties shall be allowed seven (7) calendar days in which to solve the grievance. In the event that no settlement of the grievance is reached in this Step, either party may, within seven (7) calendar days following Step 3 above, signify in writing to the other party of failure to agree, and give notice of intention to invoke arbitration procedure as set out below.

18.02 If the Union claims a grievance affecting more than one employee, the grievance shall submit initially to Step 2 of the grievance procedure.

18.03 Wherever possible, grievances will be processed during working hours with no loss of pay to the parties involved.

18.04 (a) Optional Investigation Procedure - Purpose and Scope - Recognizing that there are times and circumstances in which it may be necessary to seek third party assistance in an attempt to find a way in which to bring about resolutions to disputes without incurring the costs and delays associated with formal arbitration proceedings, the parties agree to provide for an optional grievance investigation procedure. This procedure is intended to complement the grievance and arbitration procedures otherwise provided for in this agreement. It is not intended to replace those procedures.

(b) As provided for in Section 103 of the BC Labour Relations Code, where a difference arises between the parties concerning the interpretations, application, or alleged violation of this agreement, the parties will appoint one person as an investigator to investigate the difference, define the issue in the difference and to make written recommendations to resolve the difference.

(c) The parties agree that within thirty (30) days of the signing of this agreement, they will agree upon six (6) names, three of who shall be women, who will be recognized as investigators subject to receiving their respective consent to their appointment. The selection of a particular named individual shall be done on a rotation basis starting with the first name on the list.

#### ARTICLE 19- ARBITRATION

19.01 The Board of Arbitration shall consist of one person appointed by the parties. If the parties are unable to agree on an arbitrator within a period of seven (7) days from the date on which either party has notified the other in writing of its wishes to have a question referred to arbitration, the said arbitrator will be appointed by the Ministry of Labour of BC.

The parties further agree that arbitrators chosen by mutual agreement will be alternately male and female. For example, if the first arbitrator chosen is a woman, the second arbitrator chosen will be a man.

19.02 Any employee who is the subject of or witness at an arbitration shall be permitted to attend such arbitration without

loss of pay for such time as it is necessary to act as a witness.

19.03 Each party to the arbitration shall pay for all their own expenses and one-half the expense of the arbitrator. The arbitrator shall not make any award or decision that is contrary to the conditions or Articles of this agreement, or in amendment to this agreement.

19.04 All time periods specified in this Article may, by agreement of both parties, be extended.

#### ARTICLE 20 - SEVERANCE PAY

20.01 Upon dismissal for any reason other than for gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, a permanent worker shall receive severance pay in a cash lump sum equal to one (1) weeks' pay for every four (4) months of service up to a maximum of 52 weeks. Such pay shall be computed at the highest straight time weekly salary paid to the employee during the period of 52 weeks immediately preceding the dismissal or lay-off. A permanent worker will receive a minimum of ten (10) weeks severance regardless of length of service.

20.02 If any employee is rehired following the payment of severance pay, and before the expiry of the number of weeks so paid for, the unearned severance pay shall be refundable to the Employer. Reasonable terms of repayment shall be arranged if required by the employee.

#### ARTICLE 21- HIRING AND PROMOTION

21.01 In the event that a job becomes vacant or a new job is created, the Employer shall post a notice on the bulletin board, with a copy to the Union, notifying that a vacancy or new job exists, giving the details of the job, rates of pay, etc.

21.02 The Employer shall fill vacancies in the following order:

(a) from the recall list;

(b) CEP 2000 agrees to give consideration to Union-sponsored persons with the relevant qualifications;

(c) from the general public.

21.03 If the employer wishes to institute a new job, the parties shall negotiate wage rates, conditions, etc. for such job. Failure of the parties to agree shall cause the matter to be submitted to arbitration. If the new job is to be immediately filled before a rate has been negotiated, the interim rate shall be no less than the current rate schedule paid to temporary employees. The rate finally agreed upon shall be retroactive to the date the job was filled.

21.04 Whenever there is a change in job content or job functions, the parties shall discuss the appropriateness of a rate change. If the matter cannot be agreed upon, it may be processed through the grievance and arbitration.

#### ARTICLE 22 - CONTRACTING OUT

22.01 Persons outside of the bargaining unit shall not perform bargaining unit work.

## ARTICLE 23 - WORKING ENVIRONMENT

23.01 The Employer shall institute maintain all necessary precautions to guarantee every employee a safe healthy workplace.

23.02 When purchasing new office equipment, the Employer and the employees shall meet to discuss requirements.

23.03 The Employer shall provide and maintain, at no cost to the employees, protective apparel and equipment where these are required to protect the clothing and health of the workers.

23.04 First Aid Kits shall be supplied.

23.05 No employee shall be disciplined or discharged for refusal to work on a job or to operate any equipment where the employee has reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial, or municipal legislation or regulations. Where in such circumstances, the employee does not work, the employee shall not suffer loss of pay.

23.06 Employees who are required to regularly work directly with video display terminals (VDT's) shall do so under the following conditions:

(a) Employees are entitled to have their eyes examined by an ophthalmologist of the employee's choice:(i) one (1) per year for employees over forty (40) years of age; (ii) once every two (2) years for employees under age forty.

(b) Leaves of absence with pay shall be granted to have such tests and the Employer shall cover costs for such test where not covered by insurance.

(c) Employees who operate VDT's on an ongoing basis shall have a ten (10) minute break away from the VDT after each hour of continuous operation to perform alternate duties.

(d) A pregnant employee shall not be required to operate such equipment and she shall be given alternate work.

23.07 No provision of this agreement shall be used to remove work conditions or reduce wages presently in force.

## ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Technological change is defined as a new or modified equipment, machines, apparatus or processes, which will create new job classifications or alter the job content of existing classifications.

24.02 The Employer shall give the Union six (6) months notice wherever possible, but no less than three (3) months notice, of intent to introduce technological change. Such notice shall be in writing.

24.03 (a) The employees will participate with CEP 2000 representatives as a committee to phase in the technological change.

(b) Six (6) months before the desired date of the introduction of the technological change, the committee will commence to meet weekly for at least one-half hour during working hours.

(c) This committee will examine all the facets of technological change, including but not limited to: research, choice of equipment, development of programs, design of physical work space and health and safety measures.

## ARTICLE 25 - TRAINING AND SKILLS UPGRADING

To ensure a constantly developing program of upgrading necessary skills for employees to operate programs and equipment within the workplace the employer will meet with the employee(s) and discuss the course descriptions, cost and availability. The employer will not unduly restrict or deny course applications by employees.

## ARTICLE 26 - PERSONAL RIGHTS

25.01 General - The Employer and its representatives agree that the rules, regulations, and requirements shall be limited to matters pertaining to the work required of each employee. Employees will not be asked or required to do any work of a personal nature for the Employer or representatives of the Employer. In addition, the Employer shall not harass or interfere in the work of the employees.

25.02 Sexual Harassment - The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Harassment is defined as any sexually oriented behavior that undermines an employee's job performance and threatens his/her economic livelihood. The threat may be overt or implicit.

25.03 Human Rights - The Employer and its representatives agree that there will be no discrimination against any employee or prospective employee by reason of race, age, creed, colour, national origin, political or religious beliefs, sex, sexual orientation, marital status, irrelevant physical handicaps or whether he/she has children, or for membership or non-membership in the Union or for exercising rights provided for in this agreement.

25.04 Personal Rights - Workers shall not be required to use personal vehicles on the Employer's business. If a worker uses his/her vehicle they shall be paid his/her regular rate of pay plus the same rate per kilometre as the officers, plus any parking expenses incurred.

## ARTICLE 27- EMPLOYER RIGHTS

26.01 All matters requiring interpretation of any kind in reference to local units and their contract administration must be referred to the Administrative Officer or an Officer of CEP Local 2000.

ARTICLE 28 - DURATION AND RENEWAL

This agreement shall be in full force and effect from January 1, 2003 to and including December 31, 2005 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

It is mutually agreed by the parties specifically to exclude from this agreement the operation of Section 50 (2) of the Labour Code of British Columbia.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

FOR THE EMPLOYER    FOR THE UNION

APPENDIX 1

As a supplement to Article 10.03, out of province medical insurance will be provided to employees to a maximum of \$1,000,000 (one million). Employees will purchase insurance prior to travel and submit the receipt to the union office for reimbursement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

FOR THE EMPLOYER    FOR THE UNION

Letter of Understanding #1

Between: CEP Local 2000 (the Employer)

And: PPWC Local 5 (the Union)

February 3, 1997

If an employee is required by the employer to travel off-site to pick up and/or deposit cheques or money the employer shall pay for a taxi for that portion of the trip during which the employee is carrying the cheques or money. Employees may choose instead to use their own vehicle and be reimbursed for travel expenses, as per article 25.04

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

FOR THE EMPLOYER    FOR THE UNION

Letter of Understanding #2

Between: CEP Local 2000 (the Employer)

And: PPWC Local 5 (the Union)

The Local understands that the bookkeeping is performed by a clerical member of the unit. The bookkeeping function is approximately half of the member's work time therefore the member will be paid at the bookkeeping rate for one-half of the work week.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

FOR THE EMPLOYER    FOR THE UNION