

**COLLECTIVE AGREEMENT**

**BETWEEN THE CANADIAN LABOUR CONGRESS**  
**(Hereinafter referred to as the “Employer”)**

**of the first part  
and the**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS' UNION -**  
**CEP, LOCAL CULR-1**  
**(hereinafter referred to as the “Union”)**

**of the second part**

**JULY 1, 2005 TO JUNE 30, 2008**

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Whereas the Union has requested the Employer to enter into a Collective Agreement and the Employer has consented thereto: NOW THIS AGREEMENT WITNESSETH: that the Employer and the Union each agree with each other as follows:

## **ARTICLE I - PURPOSE**

1.01 The general purpose of this Agreement is to establish and to maintain a harmonious relationship between the Employer and the members of the CEP, Local CULR-1 and to promote the mutual interests of both parties and to provide machinery for the prompt disposition of grievances and to establish working conditions and salaries for all who are subject to provisions of this Agreement. The CLC recognizes and accepts the need for the workplace to be free from harassment as well as healthy and safe.

## **ARTICLE II - RECOGNITION**

- 2.01 a) The Employer agrees to recognize CULR as the exclusive bargaining agent for all those classifications covered by Appendix "A" attached hereto. Any new position created, or temporary employee hired at a staff level consistent with the classifications in Appendix "A" shall be considered to come within the terms of this Agreement, except (for that) employees hired for less than six (6) months, the CLC Pension Plan will not apply, and for employees hired for less than 9 months, LTD coverage will not apply.
- b) A full-time, regular employee is an employee who is hired to perform work of a continuing nature on a full-time basis.

Temporary Employees are defined as:

- c) i) a person hired to replace a regular employee on leave for any period of time;
- ii) a person hired for a specific assignment for more than 3 months for work normally done in the bargaining unit but funded from sources other than CLC funds, who may have to be classified as a contract employee to satisfy a third party agreement;
- iii) a person hired using CLC funds for more than 3 months to do bargaining unit work;
- iv) temporary employees do not hold seniority entitlement for vacant positions relative to full time regular employees defined in (b) above. Temporary employees accumulate "service" and not seniority.

The CLC will provide temporary employees who had a minimum of three (3) months service, currently not actively employed and for two (2) years after ceasing active employment, notice of vacant positions, provided the CLC is advised in writing by the Union of the employees' last known address and telephone number.

- d) The Employer shall not hire or use full-time temporary employees to avoid the continuance, creation, or filling of positions for or by full-time regular employees. The Employer shall not hire or use full-time temporary employees if this would result in the continued layoff or displacement of any full-time regular employee.
  - e) The Employer recognizes an obligation to respect the integrity of the bargaining unit by avoiding unnecessary contracting-out of work normally performed by members of the bargaining unit. The Union recognizes that there may be instances in which contracting-out is necessary. For example, the work of the contract may be beyond the capacity of existing resources of the bargaining unit, including time, expertise and technology, or the work maybe of a one-time nature.
  - f) Contracts will not be let for a period exceeding 3 months. Any correspondence generated within the CLC with respect to contracted work will be copied to the Union. The employer will notify the Union in writing when the contract is confirmed with the contracted person and a copy will be supplied to the Union. Any extension of a contract beyond 3 months will require consent of the Union in writing. Contracted work as set out in this article is not covered by the other terms of this collective agreement.
- 2.02 Should the Union change its name, affiliate or merge with any other Union within the structure of the Canadian Labour Congress, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force.
- 2.03 The Collective Agreement in English shall use gender neutral terms and in the french Collective Agreement both the female and male terms will be used.
- 2.04 The Union will have the right to have a Union staff representative, who is not an employee of the Canadian Labour Congress, present at any meetings with the Employer.
- 2.05 The Employer will pay for the Collective Agreement to be translated, printed and provide sufficient copies, within a reasonable time, for distribution by the Union.
- 2.06 All correspondence from the Employer to the Union will be sent to the Secretary with a copy to the President.

### **ARTICLE III – UNION SECURITY**

- 3.01 All employees of the bargaining unit shall as a condition of employment, become and remain members of good standing of the union. The Employer agrees to deduct dues from each pay as certified by the Treasurer of the Union for each member in the bargaining unit and forward same to the Treasurer of the Union together with a list of members from whom deductions were made.
- 3.02 The Employer agrees that as part of their introduction to the workplace, all new employees will meet with a CEP\CULR-1 designated representative, for an orientation session within their first week of employment or as soon as possible if a representative is not available in the first week.

### **ARTICLE IV – RIGHTS**

- 4.01 The Employer has the right to transfer, assign or re-assign employees to particular duties as it deems necessary. Recognition will be given to seniority of the employees and to the Canadian Labour Congress' unique responsibility to its affiliates and chartered bodies in making all such changes. Employees will have the right to exercise seniority within job classifications for which the employee has the skills and ability. Employees will be notified well in advance of any contemplated changes in location or assignment so that they may, if they desire, make representation to the Employer through the Union. In any transfer of personnel the Employer will make every effort to ensure that the particular situations of all personnel receive consideration.

### **ARTICLE V – FAIR EMPLOYMENT**

- 5.01 a) The Employer agrees that there shall be no harassment, discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, layoff, recall, discipline, discharge or otherwise.
- b) All employees, including contract employees, have a right to a workplace free from harassment by any individual. The Parties have agreed to an anti-harassment policy as spelled out in Appendix "D".
- 5.02 The Employer shall provide the employee and the Union with a copy of a written warning and/or disciplinary measure affecting the employee. Any reply by the employee shall become part of his or her record. The record of any disciplinary action shall not be referred to or used against the employee at any time after 12 months following such action.
- 5.03 The Employer, on receipt of a report or information that is to be placed on an employee's file and could be used in future employee assessments or

disciplinary proceedings, will send a copy of such report or information to the employee.

- 5.04 In conforming with the well established policies of the Canadian Labour Congress to the effect that legally established picket lines should be respected by Union members, the failure or refusal of any member of the bargaining unit to pass through, or work behind, any lawfully established picket line shall not be deemed a breach of the Collective Agreement, and the Employer shall not discharge, discipline or otherwise discriminate against any such employee.
- 5.05 Employees shall only be discharged or disciplined for just cause. The Employer will notify the Union, in writing, of any employee who is discharged or disciplined. The discipline or discharge of an employee is subject to the grievance procedure as set out in Article X.

## **ARTICLE VI – COMMITTEES**

- 6.01 The Employer agrees to recognize a committee of four members selected by the Union as a committee for negotiating/bargaining purposes. Such members shall suffer no loss of salary carrying out these functions and will receive normal hotel, travel and per diem expenses paid by the CLC when authorized by the President or Secretary-Treasurer of the CLC.
- 6.02 It is mutually agreed that a Labour-Management Committee shall be established consisting of two members of CULR-1 and two Officers or one Officer and a designate of the Canadian Labour Congress. This committee shall meet from time to time to attempt to resolve workplace-related problems and to develop an overall programme to improve the job skills of the employees.
- 6.03 The Employer and CULR-1 in conjunction with OPEIU 225 agree to co-operate in formulating an on-going programme designed to ensure equal opportunity for all employees.
- 6.04 The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may from time to time bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding conditions at work. The parties agree that they shall abide by the Ontario Health and Safety Legislation.

## **ARTICLE VII – SENIORITY**

- 7.01 The seniority of all employees shall be in accordance with the existing seniority list. It shall include the employee's name and date of employment in a position within the bargaining unit. New regular employees, retained beyond the

six (6)-month probationary period, shall be placed on the seniority list and their service shall date from the date of hiring.

- 7.02 When temporary employees are hired into full time regular positions, all temporary service shall count towards seniority.
- 7.03 The Employer shall maintain an up-to-date seniority list including the employee's name and date of employment in a position within the bargaining unit and copies of this list shall be forwarded to the Union and shall also form part of this Agreement. The Employer agrees to provide to the Union any changes to the job classifications of its Employees.
- 7.04 An employee shall only lose seniority if they resign or if they are discharged and not re-instated through the implementation of the grievance procedure. An employee will maintain and continue to accumulate seniority when absent from service because of layoff or leave of absence for a maximum period of two years. An employee absent on long term disability or accident shall continue to accumulate seniority.
- 7.05 Any members of the bargaining unit who are promoted outside of the bargaining unit within the administrative structure of the CLC shall continue to accumulate all seniority rights including the right of returning to the bargaining unit to the position level left with current salary and benefits of that level.
- 7.06 No temporary employee shall be hired on a permanent basis outside the normal posting procedure referred to in Article VIII.
- 7.07 When a member of the bargaining unit is to be laid off, contract employees hired under Article II will be terminated if the employee being laid off has the skill and ability to perform the duties of the contract employee. The bargaining unit employee will perform the contract duties for the remainder of the contract.

## **ARTICLE VIII – TRANSFERS – PROMOTIONS – LAYOFFS**

- 8.01 In all cases of promotion, transfer, and layoffs, as well as to filling vacancies and new positions, the length of service, skill, and ability of the individual employee to fulfil the requirements of the job shall be given due consideration in the first instance, with a view to giving preference to employees in order of seniority.
- 8.02 a) Prior to filling any vacancies in the bargaining unit the Employer will notify in advance the Union and the four regional offices in writing of the nature of the position and the salary and distribute copies of the postings to all members.

Employees making application for any such position will have a period of 20 days from the time that the Union received notice of the vacancy or

new position in which to apply for the aforementioned vacancy or new position.

In order to increase the opportunities for career advancement the Employer shall provide as much advance notice as practicable of any newly created positions in the bargaining unit, so that the bargaining unit employees will have an opportunity to begin to develop where possible any specialized expertise that may be required for the opening. When a job classification not listed in schedule "A" is being created, the Employer will meet with the Union to discuss the duties, qualifications and salary prior to the posting of such a position.

- b) LANGUAGE TRAINING: The Employer will provide language training for Headquarters staff as previously provided to OPEIU-225 staff. The field staff who sign-up for language training will be compensated for tuition fees.
- c) Regular employees may fill a temporary position and return to their previous position upon completion of the temporary position. It is agreed that the CLC will not incur any additional cost that would normally be incurred if the position was filled by an employee in the same location as the position.

8.03 In making promotions, filling vacancies and filling new positions created, the Employer will give consideration to geographical region and language differences.

8.04 Unless some unforeseen problem arises the above mentioned positions will be filled within 90 days of the end of the posting period.

8.05 Any employee promoted from within the membership in accordance with the terms and conditions of this Collective Agreement may be required to undergo a three (3)-month probationary period, after which such employee shall be confirmed in the new position or returned to their previous classification. The employee has the right to revert back to their position within 20 working days following the start of the probationary period.

8.06 Any employee transferred from one position to another within the bargaining unit may be required to undergo a three-month probationary period before being confirmed in the position.

8.07 a) The Employer will, in cases of compulsory moves or when an Employee must accept a transfer to avoid being laid off or when an employee is the successful applicant on a job posting, pay out-of-town per diem and provide a reasonable allowance for accommodation for up to four months, commencing on the effective date of the compulsory transfer. When because of adverse market conditions, the employee cannot sell their

house at the market price within the above mentioned period, the Employer shall extend the above mentioned period for an additional three months.

- b) In addition to normal moving expenses and where the employee's furniture is moved, the Employer will pay a special allowance of \$1,250.00 for reimbursement of incidental expenses. This allowance will apply only to transfer of regular employees.
- c) When the Employee meets a condition in 8:07 a), the Employer agrees to pay up to \$1,500.00 for legal expenses incurred because of the move, upon submission of receipted invoices.
- d) When the Employee meets a condition in 8:07 a), the Employer agrees to pay up to \$1,500.00 for cancellation of mortgage agreement penalty, incurred because of the move, upon submission of receipts involved.
- e) When the Employee meets a condition in 8:07 a), the Employer will cover the cost to the employee of Land Transfer Tax, if applicable, upon submission of receipted invoices.

8.08 New employees shall be reimbursed for their moving expenses upon confirmation as a permanent employee. Such confirmation shall normally be after six (6) months service unless by mutual consent the employee's probation period is extended.

8.09 The Employer shall notify the Union in writing within a reasonable length of time but not less than 60 days in advance of an impending layoff. The Employer shall also provide the Union with all relevant information regarding the reasons for any layoff/s and the Union shall have the opportunity to propose any alternative/s. Any proposal/s shall be given full consideration by the Employer.

8.10 Layoffs shall only result from severe difficulty.

8.11 Any employees on layoff shall be recalled in reverse order of layoff. Any employee recalled will be advised by registered mail and must report to work within 10 working days of receiving notice of recall or forfeit their seniority rights.

8.12 a) The Employer will not seek to recover the costs of any welfare coverage which has been paid in advance on behalf of an employee who has been laid off.

- b) The Employer will provide coverage for Medical and Hospital Insurance Plans, Dental Plans, Extended Health Care Plan, Group Life Insurance and car allowance for 30 days following the month of layoff.

- 8.13 No new employees will be hired until those laid off have been given an opportunity of recall.

### **ARTICLE IX – SEVERANCE PAY**

- 9.01 Employees with two (2) or more years service shall be entitled to receive two (2) weeks' severance pay for each year of service except in the case of discharge for cause. Severance pay shall be calculated at the Employees' regular rate of pay on the basis of two (2) weeks pay for each year of service.
- 9.02 With respect to the pro-rating of severance pay for fractions of a year, it is agreed that payment will be pro-rated as follows:
- An employee entitled to severance pay will be paid two (2) weeks at the current rate for each year of service plus 1/12 of bi-weekly salary for each additional month of service or major fraction thereof based upon the number of working days from the first of the month until last day worked.
- 9.03 In the event of the death of an employee the amount of severance pay to which they would be entitled will be paid to their beneficiary or estate.

### **ARTICLE X – GRIEVANCE PROCEDURE**

- 10.01 The Union shall designate a Grievance Committee by name to the Employer.
- 10.02 Should any difference arise between the Union or its members and the Employer as to the meaning or application of this Agreement, or matters arising from conditions of employment as set forth in this Agreement, the following procedure shall be followed:
- a) In the first step, a grievance shall be filed in writing within 30 working days of the occurrence, by the Union or such person designated by the Union, with the person designated by the President. Such person designated by the President shall meet with the Union, or such person designated by the Union, within seven working days of such filing – in the presence of the grievor if the latter so desires.
  - b) The Employer's decision shall be communicated in writing to the initiating steward with a copy to the Chief Shop Steward, within 10 working days of receiving the grievance or meeting with the Union as outlined in Article 10.02 (a), whichever occurs later.
  - c) Failing settlement at the first step, in the second step the Union or such person designated by the Union shall take the matter in dispute to the President within 20 working days of receiving the decision of the

Employer as outlined in 10.02 (b). The grievor shall have the right to be present.

- d) The President shall communicate their decision, in writing to the initiating Steward with a copy to the Chief Shop Steward within 10 working days of the meeting referred to in Article 10.02 (c).
- e) Failing settlement at the second step, notice may be served within 20 working days of receiving the decision referred to in 10.02 (d) that the Union wishes to take the matter in dispute to arbitration. Such notice shall be served in writing. The parties agree to use the services of a Government Settlement Officer whenever possible, prior to arbitration.
- f) Such arbitration shall be held within 60 days of receipt of notice as referred to in Article 10.02 (e) or within the time lines of Expedited Arbitration under the provisions of the Ontario Labour Relations Act (OLRA) or whichever is longer.
- g) By mutual agreement, in writing the time limits for the grievance procedure may be extended.
- h) The procedure for choosing the arbitrators will be by exchange of lists of names between the parties and the selection of mutually acceptable persons from such lists.
- i) The expense of the arbitrator shall be borne equally by both parties.
- j) The arbitrator's decision shall be final and binding.
- k) The Employer agrees that the prompt settlement of grievances is in the best interests of all parties.

10.03 All meetings, discussions, etc. stated in Article 10.02, up to and including arbitration, will be conducted in French or English as per the grievor's decision.

## **ARTICLE XI – ESTABLISHED PRACTICES**

11.01 The rights, benefits, privileges and working conditions which members of the Union now enjoy will continue in effect insofar as they are consistent with the terms of this Agreement.

## **ARTICLE XII – LEAVE OF ABSENCE**

12.01 In the case of death of a member of the immediate family of an employee, leave of absence with pay will be granted for the period between the death and the funeral.

For the purpose of the foregoing, members of the immediate family will be defined as mother, father, sister, brother, spouse or partner, child, mother-in-law, father-in-law, grandchild, grandparent and includes family members of employees in common law opposite sex or same sex relationships.” In addition to the above, consideration will be given to special instances and special time requirements.

12.02 The Employer shall grant leave with pay to an employee for the period of time required:

- a) to be available for jury selection;
- b) to serve on a jury; or
- c) by subpoena or summons to attend as a witness in any proceeding held:
  - i) in or under the authority of a court of justice or before a grand jury;
  - ii) before a court, judge, justice, magistrate or coroner;
  - iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
  - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - v) before an arbitrator or umpire or person or body of persons authorized by law to make inquiry and to compel the attendance of witnesses before it.

The employee, upon return to work shall turn over any monies received from the Court, less expenses, to the Employer.

12.03 An employee granted leave of absence with or without pay shall continue to accumulate seniority, pay union dues and retain the right to participate in the pension plan, up to a maximum period of two years after which time any such leave shall cease and the person's name shall be removed from the seniority list. The Employer will not contribute its share to the pension plan during this period except for an employee on maternity or parental leave or on the Voluntary Leave

Plan where the employee has agreed to contribute to the pension during this period of leave. Employees on approved leave shall have the right to return to the classification and rate of salary vacated.

12.04 *Professional Development Leave*

Upon request from the employee the Employer may grant short-term paid professional development leave. Requests for leave shall not be unreasonably withheld. Conditions considered in granting such leave shall include the appropriateness of the course and area staffing requirements.

12.05 The Employer and the Union agree to the establishment of a Staff Voluntary Leave Plan (Plan), to be entirely funded by participating employees.

*Eligibility*

Each employee may become a member of the Plan. An employee can become a member by completing the Application for membership and Member's Election of Method of Payment and returning these to the Office of the Secretar-Treasurer.

*Contributions*

Each employee shall determine the proportion of their earnings that are to be deferred and remitted to the Plan. The proportion chosen shall not be less than 5% or more than 20% of earnings. This proportion may be changed once a year.

*Leave of Absence*

- a) The employee must give at least six (6) months notice to the Employer prior to the first date of their intended leave of absence. The Employer, in consultation with the employee's Director and the employee, shall attempt to find a suitable replacement to ensure that the primary functions of the employee's position will be carried out during the leave. The replacement will be hired as a temporary employee for the duration of the leave. The parties may agree to fill the position for less than the entire period of the leave, upon mutual agreement.
- b) A leave of absence may not be taken under the plan more often than once every three (3) years and each leave of absence shall be for a period of not less than six (6) months.
- c) There shall not be more than two employees, one from a regional office and one from head office, chosen by order of seniority among applicants, off on a leave of absence under the Plan at any given time.

- d) For the purpose of determining any benefits, or contributions which are based on earnings during a period of earnings rate, the earnings of an employee or earnings rate shall include the amount contributed to the Plan on their behalf during the period.
- e) During the leave of absence, the employee shall pay both the Employer's share and the employee's share, if any, of the cost of those benefits that the employee wishes to continue, such as the pension plan, medical and hospital insurance, group life insurance, long-term disability insurance and any other welfare benefits which require a contribution by the Employer. Prior to the leave of absence the employee shall advise the Employer in writing of the particular benefits they wish to continue. Such payment shall be deducted from the amount to be paid to the employee under the Plan.
- f) During the leave of absence, the proceeds of the employee's account shall be used to pay equal amounts to the employee. These amounts shall be paid at the end of each two-week period. The total amount paid during a leave of absence may not exceed the lesser of:
  - i) one year's salary; or
  - ii) the value of the employee's account.

#### *Retirement, Termination of Employment, or Death*

The proceeds of the employee's account shall be paid under one of the following arrangements as selected by the employee:

- i) As a lump-sum payment to the employee or their beneficiary;
- ii) In approximately equal amounts over a period not to exceed 15 years;
- iii) As an annuity for the employee's lifetime with a guaranteed term which may not exceed 15 years.

#### *Miscellaneous*

- a) The contributions made on the employee's behalf are irrevocable and are fully and unconditionally vested in the employee.
- b) The assets of the Plan are held in a separate Trust Fund established by the National Victoria and Grey Trust Company Limited.
- c) The entire net income of the Trust Fund will be allocated to the employees' accounts. Each employee's account will receive the same proportion of the net income that their account is of the total fund.

- d) The Administrator will provide each member with a statement of their account each year.
  - e) Under current tax laws, the amount contributed to the Plan on an employee's behalf does not have to be included as part of their income for tax purposes. Amounts paid out of the Plan and received by an employee or a beneficiary must be included as income for tax purposes.
- 12.06
- a) The Employer will grant a leave of absence without pay and benefits but retaining full seniority rights of up to 40 days immediately preceding the date of the election, for an employee while running for office in the CLC, Federations of Labour, Labour Councils or in their parent union. If elected, such employees will continue to accrue seniority to a maximum of 5 years, after which their seniority will be frozen for the duration of their time in such elected office. Maintenance of seniority is contingent on the employee maintaining their membership in the Union.
  - b) The CLC will grant leave of absence without pay but with full benefits and retaining full seniority rights for up to 40 days immediately preceding the date of the election, for an employee while running in a federal, provincial or municipal election.

Letter of agreement that each employee will be entitled to the leave of absence once during term of employment with pay.

If elected, such employees will continue to accrue seniority to a maximum of 5 years, after which their seniority will be frozen for the duration of their time in such elected office. Maintenance of seniority is contingent on the employee maintaining their membership in the Union.

12.07 *Compassionate Leave*

Once per calendar year, employees who qualify for compassionate care leave pursuant to the Employment Insurance program will be entitled to up to six weeks leave without pay. The CLC will maintain health and welfare benefits during the period of the leave.

**ARTICLE XIII – PARENTAL LEAVE**

- 13.01
- a) Employees shall be entitled to Maternity Leave of up to 17 weeks and Parental Leave of up to 37 weeks for the birth or adoption of a child. One month prior to the termination date of such leave the employee must notify the Employer in writing of the intention to return.
  - b) The Employer agrees to establish a special fund from which employees on maternity/parental benefits would be paid for the difference between

normal EI benefits and 95% of their salary from the first day of maternity leave. Employees must apply for EI benefits before SUB payments become payable.

- 13.02 The Employer will continue to pay all premiums for coverage of employees on maternity/parental leave, for the duration of the leave, as outlined in Article 19. Employees on maternity/parental leave who were receiving a car allowance will continue to receive the allowance.
- 13.03 a) The Employer agrees to grant a leave of absence with pay for five (5) days for any employee who legally adopts a child.
- b) An additional leave of absence without pay but with seniority continuing for a specified period of 12 weeks or less shall be granted in cases where the employee legally adopts a child.
- 13.04 Leave of absence with pay shall be granted to an employee for five (5) working days upon the birth of their partner's child.
- 13.05 In the event that any new Unemployment Insurance Regulations or Labour Standards become effective that would improve the conditions of a leave of absence under Articles XII and XIII, then the Employer agrees to institute the applicable provisions of the new legislation.
- 13.06 In all cases of parental leave referred to under Article XIII, seniority shall continue to accumulate for the full period of the leave of absence.
- 13.07 Article 13.01 (b), 13.02, 13.03 (a) and 13.04 shall normally apply after six (6) months of service. For employees with less than six (6) months service, seniority and vacation credits will accrue immediately and health and welfare benefits will be maintained by the CLC if the employee has a minimum of 13 weeks service when the leave commences.

#### **ARTICLE XIV – VACATIONS**

- 14.01 The Employer and the Union agree that employees shall receive annual vacations with pay under the following terms and conditions:
- 1) Employees are required to notify their immediate superior of their desired vacation period.
  - 2) Vacations will be granted in accordance with seniority at times desired by each employee wherever possible, consistent with the requirements of the region and the Employer as a whole.

- 3) The maximum vacation entitlement that may be carried over from one year to the next shall not exceed two (2) weeks. The vacation pay and bonus shall be paid at the rate in effect at the time the vacation is taken. Exception to the above will only be permitted with the written permission of the Secretary-Treasurer.
- 4) Vacations are calculated on a calendar year basis and allocated at the beginning of each year – prorated for entitlement changes at the beginning of each year.

14.02 Employees shall be entitled to annual vacations on the following basis:

- 1) In the first year of service an employee is entitled to three (3) weeks prorated vacation with pay – not to be taken before six (6) months of service.
- 2) An employee with one year service but less than eight (8) years is entitled to four (4) weeks vacation with pay.
- 3) An employee with eight (8) years of service but less than 15 is entitled to receive five (5) weeks vacation with pay.
- 4) An employee with 15 years of service but less than 20 is entitled to receive six (6) weeks vacation with pay.
- 5) An employee with 20 years of service or more is entitled to receive eight (8) weeks vacation with pay.

14.03 The Employer will pay in addition to the regular salary payments a bonus of 40% of holiday salary.

14.04 Should an employee be eligible and choose to retire between the ages of 55 to 65 then additional vacation entitlement shall be applicable for each of the five (5) years prior to their retirement as follows:

- a) In the fifth year prior to retirement one (1) additional week.
- b) In the fourth year prior to retirement two (2) additional weeks.
- c) In the third year prior to retirement three (3) additional weeks.
- d) In the second year prior to retirement four (4) additional weeks.
- e) In the first year prior to retirement five (5) additional weeks.

This entitlement shall be in addition to all other regular vacation entitlement. Employees shall give notice to the Employer of their intention to apply for the

additional week(s) as soon as possible and shall not change such notice, other than for legitimate changes in personal circumstances, and with the agreement of the CLC. Such agreement shall not be unreasonably withheld.

- 14.05 Employees who choose to retire and after taking leave set out in this clause do not retire shall have the option to either repay leave taken (by subtracting from future vacation entitlement) and/or shall not benefit from pre-retirement provisions contained in 14.04 whichever is applicable.

Article 14.04 shall be effective in the calendar year beginning January 1, 1991.

## **ARTICLE XV – STATUTORY HOLIDAYS**

- 15.01 Employees shall be given the following holidays without deduction of pay:

New Year's Day  
Good Friday  
Easter Monday  
Queen's Birthday  
Canada Day  
The Friday before Civic Holiday (1st Monday in August)  
Civic Holiday (1st Monday in August)  
Labour Day  
The Friday before Thanksgiving  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any others which may be proclaimed as paid legal holidays by the Federal or Provincial Governments.

- 15.02 In the event that a statutory holiday occurs on a Saturday or Sunday, the following consecutive working day(s) shall be considered the holiday(s).
- 15.03 If a holiday or holidays fall within the vacation period chosen by an employee, they shall, in addition to their regular vacation pay also receive an extra day's vacation in lieu of such holiday.
- 15.04 Canadian Labour Congress offices shall be closed between December 27 and December 31, inclusive. There shall be no loss of pay for any days not worked which are not covered by Article 15.01.

## **ARTICLE XVI – PENSIONS**

- 16.01 a) The parties agree that the Pension Advisory Committee will receive copies of all correspondence between the employer and the actuaries and administrators of the plan. Correspondence affecting individual members must have written approval from the affected member prior to being released. The parties agree that the Pension Advisory Committee members shall have free access to the actuary for information.

The employer agrees they will recognize at no cost to the committee members – two representatives from CEP-CULR, OPEIU 225 and one retiree each from OPEIU and CULR (CLC-PRA).

- b) Subject to the terms of Appendix “B” the CLC agrees to negotiate changes in the Employee's pension plan with a committee of not more than two representatives each from OPEIU and CULR plus one retiree each from OPEIU and CULR (CLC-PRA). The pensioners will be there as observers, they can voice their opinion, but they will have no vote. The expenses of the pensioners will be paid by the Employer.
- c) If the parties fail to reach agreement during “pension negotiations“, all outstanding issues will be placed on the table during the next general bargaining session.

- 16.02 It is agreed that the employee's contribution to the Employee Pension Plan will be 7% with the Employer continuing to fund the remainder of the current costs of the Employee Pension Plan. The Employer agrees to continue to pay at least 7.5% to the Employee Pension Plan.

- 16.03 The Employer agrees to continue to make the required Employer contributions to the Canada Pension Plan and/or the Quebec Pension Plan over and above contributions to the existing pension plan.

- 16.04 Temporary employees hired for a period of 6 months or longer will be included in the CLC Pension Plan. The Employer will make a 7.5% contribution on behalf of the employee and the employee will pay his/her required contribution. Employees hired for a period of less than 6 months who are extended will have the option of buying back service to date of hire. The Employer will contribute its share of the buyback. Current temporary employees will have the option to buy back pension to their date of hire, with the Employer paying its share.

- 16.05 *Mandatory Retirement*

The Canadian Labour Congress and the Union agree that employees shall retire on the first day of the month following the month in which they reach 65 years of age. Termination of employment pursuant to this clause shall not be considered a violation of Clause 5.05 or Appendix “D”.

## 16.06 *Joint Trusteeship*

The Canadian Labour Congress and the Unions agree to Joint Trusteeship of the Pension Plan. The general approach agreed to in establishing Joint Trusteeship is as follows:

1. The Pension Trust Agreement between the Unions and the Employer will be developed through the Pension Advisory Committee by no later than one year following ratification of the collective agreement. Once developed, the Pension Trust Agreement will be recommended to each bargaining unit and the Executive Committee for ratification.
2. The Pension Advisory Committee will consider in its deliberations to develop a Pension Trust Agreement the ongoing administration of the plan, investment issues, the hiring of service providers (actuaries, fund managers, custodians, etc), required contributions of the plan member and CLC as well as financing and amortization of future actuarial deficits.
3. The Canadian Labour Congress will be responsible for any audited actuarial deficit that exists on the date that the Trust Agreement for Joint Administration of the Plan comes into effect. At the point following the start of Joint Administration of the Plan, when the plan is in a surplus position the CLC's responsibility for the prior deficit will end.
4. Trustees and plan members will be provided with training.
5. Benefit changes and the allocation of surplus are still to be resolved in collective bargaining. Trustees can agree to actuarially neutral benefit changes.
6. The voting strength in the Board of Trustees will be equally divided between the union/plan member representatives, and the employer. Union/plan member representation may include representatives of retirees. CEP/CULR 1 and OPEIU will share equally both the union/plan member representation and the retiree representation on the Board. Board members will have alternates.
7. Trustees will be provided with liability insurance at the expense of the plan.

## 16.07 *Benefits*

Pension Benefit improvements shall be implemented as temporary improvements to the Pension Plan for the period July 1, 2004 to June 30, 2005. They shall become permanent improvements of the plan at the point at which the plan can financially sustain the amortization payments as determined by the Plan Actuary.

1. Modify early retirement reduction so it is based on years to earliest age at which unreduced benefits are available.
2. Reduce reduction factor from 6% to 3% per year.
3. Increase cap on indexing to 6% with carry forward.
4. Apply current indexing to bridging benefit.
5. Apply indexing from date of retirement on a past and future service basis.
6. 60% survivor benefit on bridge.

## **ARTICLE XVII – EXPENSES**

- 17.01 Expenses for employees covered by this Agreement shall be reimbursed on the following basis:
- a) \$10.00 per day in town plus parking (with receipt) for five days per week (excluding vacations and statutory holidays). If the employee works in town (exclusive of office work) on a Saturday or Sunday, they shall be allowed \$10.00 on those days as well.
  - b) \$25.00 per day plus parking and ground transportation (with receipts) when an employee travels to another town beyond a radius of 40 miles/64 kilometres and returns the same day.
  - c) \$15.00 per day plus parking and ground transportation (with receipts), when an employee is required to attend a convention or conference in town.
  - d) \$15.00 per day plus parking and ground transportation (with receipts), when an employee works on an election campaign.
  - e) \$70.00 per day plus parking, ground transportation and accommodation costs (with receipts) for each day out of town where accommodation is required overnight.
  - f) It is understood that when an employee leaves home for an overnight trip, they shall receive \$50 for the day they depart and \$70 for the day they return.
  - g) It is also understood that the provisions in Article 17.01 a) will be discontinued beyond the first full pay period following the date of sickness or accident.

- h) Out of country per diems based on the out-of-Canada rate if they exceed the provision of article 17.01 (e). Where two or more CLC representatives attend the same international event, each representative shall receive the same per diem. Where there is a difference in the rates, the higher rate shall apply.
  - i) When attending functions where meals are provided i.e. staff conferences, schools and staff meetings, employees shall be entitled to claim expenses as outlined in Article 17.01 e) and they shall claim \$10.00 per day for the days in between.
  - j) When an employee must travel to a northern location within Canada where the cost of meals exceed the amount provided by per diem, the employee may submit reasonable receipts for meal expenses in lieu of the per diem. For the purposes of this clause a northern location will be defined as any place north of the 60th parallel.
- 17.02 Field staff not working out of a regional office will be provided a float of \$250.00 for expenses.
- 17.03 The per diem for convention will be \$75.00. The usual special arrangements for expenses during the Canadian Labour Congress conventions will be continued. The Employer agrees to cover any additional child care expenses as a result of the employee being at the convention up to a maximum of \$20.00 per day, upon submission of receipts, or provide on-site child care at the convention, at the employee's choice.
- 17.04 Provided that the usual discretion is used the employee may submit claims for representation and hospitality.
- 17.05 The Employer agrees to pay for the use of one home telephone for any employee who is not assigned to work out of an office.
- 17.06
- a) The CLC shall reimburse an employee for child care expenses not to exceed \$50 overnight or \$75 per 24 hour period, if required, with receipts, where prior written authorization has been given by the Secretary-Treasurer and where it is directly related to the work assignment of the employee and where other care-giver(s) at the employee's residence (e.g., spouse or other relative) is unavailable to care for the child/children.
  - b) The CLC shall reimburse each employee for parental care expenses not to exceed \$400.00 per calendar year with receipts where prior authorization has been given and where it is directly related to the work assignment of the employee.

**Effective January 1, 2005 amend to read:**

The CLC shall reimburse an employee for expenses for a dependent parent residing with the employee where prior written authorization has been given by the Secretary-Treasurer and where it is directly related to the work assignment of the employee and where another care-giver(s) at the employee's residence (e.g. spouse, partner or other relative) is unavailable to care for the dependent parent. The expense reimbursement shall not exceed \$50 overnight or \$75 per 24 hour period and shall be accompanied by receipts.

**ARTICLE XVIII – TRANSPORTATION**

18.01 Transportation expenses shall be reimbursed for the employees covered by this Collective Agreement in the classifications of:

Senior Economist	National Representative
Senior Researcher	National Coordinator
Research Program Developer	Regional Director
National Director	Representative
Labour College Registrar	International Program Administrator
Financial Advisor/Comptroller	Accountant
Events and Facilities Co-ordinator	Assistant to the Comptroller
Network Technician	Translator

as follows:

18.02 The Employer and the Union agree that life insurance with accidental death and dismemberment and travel insurance coverage of \$200,000.00 will be continued in effect for all employees required to travel on the Employer's business. It should be noted that the total sum payable in respect to any one accident under the Travel Insurance shall be \$2,000,000.00. The premium will continue to be paid 100% by the Employer.

18.03 The Employer agrees to continue to reimburse in full for the costs of provincial automobile licences.

18.04 a) Headquarters employees are entitled to a monthly vehicle allowance of \$625.00. Regional employees are entitled to a monthly vehicle allowance of \$725.00. Any employee who drives 40,000 kilometres or more per year shall receive a monthly vehicle allowance of \$800.00.

The vehicle allowance shall only be paid to employees who provide a vehicle which has an engine 4.0 litres or less, and/or is six cylinders or less and uses regular gasoline. This provision will take effect when vehicles are replaced pursuant to 18.04 (d) or 18.04(e)

- b) Employees who drive, or are projected to drive, 80,000 kilometres on CLC business over two years shall have the option of being provided with a leased vehicle appropriate to the driving conditions to a maximum lease cost of \$700 per month including taxes or receive \$850 per month in vehicle allowance. The CLC shall be responsible for the lease payment and any penalties related to high kilometres. A record of the kilometres driven on CLC business shall be maintained by the employee and submitted with the employee's expense claim.
- c) In order to receive a car allowance, an employee must purchase or lease and drive cars manufactured and/or assembled by the members of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), or UAW.
- d) Employees at Headquarters who are currently receiving the car allowance may keep a vehicle that is no older than 72 months (six years). The date of the vehicle shall commence from the month and year of licensing a new vehicle or the date on the vehicle registration. In the purchase of a second hand car the date will be as set out on vehicle registration.
- e) Field staff receiving car allowance must have vehicles no more than 72 months old (six years). The date of the vehicle shall commence from the month and year of licensing a new vehicle or the date on the vehicle registration. In the purchase of a second hand car the date will be as set out on vehicle registration.

18.05 Effective as of the date of the signing of this Agreement, a \$400.00 tire allowance shall be paid to each employee to whom a car allowance is paid for every 30,000 miles/48,000 kilometres that are driven in any one automobile. The employee must notify the CLC of tire allowance eligibility on each 48,000 km period. In the event that an employee fails to apply at the initial 48,000 km mark, they will receive the allowance upon written notification.

18.06 The CLC shall pay the automobile premium to employees receiving the vehicle allowance on the basis of \$100.00 deductible, PL-PD \$1,000,000.00, comprehensible deductible of \$50.00, Fire and Theft. The CLC will not pay extra premium resulting from:

- a) The Employee's car being driven by drivers under 25 years of age (with the exception of the employee themselves); or
- b) Motor Vehicle or Criminal Code violations (eg. speeding, dangerous driving, driving while impaired).

- 18.07 Employees required to use their car on approved Employer business and who receive no car allowance, leased car or Employer owned car, shall be reimbursed at the rate of 50 cents per mile.
- 18.08 The Employer will pay for gasoline, oil changes, grease jobs and oil filters. The allowance for gasoline, oil changes, grease jobs and oil filters will not be paid when an employee is on vacation or after an injured or sick employee has been off work for one full pay period. Effective January 1, 2005 the maximum annual amount for gasoline and oil for personal usage for headquarters staff paid for by the CLC will be \$2500. Effective January 1, 2007, the maximum annual amount for gasoline and oil for personal usage for headquarters staff paid for by the CLC will be \$2600.
- 18.09 The Employer will pay an existing loan or lease obligation for employees on LTD up to the maximum of the car allowance after the 4<sup>th</sup> month to the 12<sup>th</sup> month inclusive during LTD leave.
- 18.10 The Employer will continue to pay car allowance for four (4) months after the employee is absent from work due to accident or illness.

## **ARTICLE XIX – HEALTH AND WELFARE**

- 19.01 The CLC agrees to assume the full cost of provincial hospital premiums where applicable: Private Coverage; Extended Health Care; Basic Dental Plan 15; Vision Care Plan; or similar coverage not less favourable to all concerned; group life insurance plus AD & D to a maximum of twice the annual salary of the employee. The CLC will include same sex partners in defining the family plan. The medical, dental, hospital and vision care benefits will only apply after a minimum period of six (6) months in cases where a common-law relationship exists.

The co-payment to be paid by the employee for each prescription is \$1.00. The annual deductible effective January 1, 2007 is \$25 per single person and \$50 per family. Prescriptions shall be filled with a comparable generic drug where available. The determination as to comparability will be made by the Green Shield Pharmacist unless the prescription states “no substitutions”.

- a) 100% coverage on dentures every four (4) years, partial plates and repairs for same. The lifetime maximum for Orthodontic benefits will be \$3,000; ie; the plan covers 50% of the maximum of \$6,000; 100% coverage on crowns and caps.
- b) Coverage for blood sugar and blood pressure monitors.
- c) Vision Care will be \$400.00 every 24 months. Laser eye surgery to \$800 with the proviso that the employee does not utilize the vision care benefit

for four (4) years except as provided in 19.01 (d). Also, the CLC will pay the premium of all Green Shield benefits for dependent children between the ages of 21 and 25 as long as the child is a single full-time student and the CLC will pay for annual testing when not covered by provincial medicare.

- d) Where an employee requires special glasses or a change in prescription as a result of working on VDTs, the CLC shall assume both the cost of the test and the glasses where such costs are not covered by the existing insurance coverage. If a second opinion is required, the choice of a doctor shall be mutually agreed between the Union and the CLC (such cost to be borne by the CLC).
- e) Hearing aid costs to a maximum of \$1,000 every 36 months are covered under the plan.
- f) The CLC will pay 100% of the costs of each visit to the yearly maximum covered by the extended health care plan.
  - i) The yearly maximum for a Clinical Psychologist and/or registered/accredited/licensed counsellor is \$1,200. (This clause will be deleted upon implementation of the Employee Assistance Plan (EAP).)

Employees who are receiving benefits pursuant to 19.01 will have a transition period of six (6) months following introduction of the EAP during which coverage under this clause will be maintained. Employees shall not receive benefits from both plans at the same time.

- ii) The total yearly maximum for naturopath, will be \$200.
- iii) The yearly maximum for any combination of the following practitioner services – chiropractor, osteopath, massage therapist, podiatrist, chiropodist or athletic therapist – is \$700.

- g) The CLC will reimburse employees for receipted expenses up to one hundred and fifty dollars (\$150) annually for fees to a gym, fitness centre or community centre, weight loss programs, smoking cessation and nutritional counselling. Effective January 1, 2007 increase to \$300 per annum.

- 19.02 a) In case of illness or accident an employee will be continued on full salary for a period of three (3) months at which time the provisions of the Long Term Disability Insurance Programme will take effect. During the three (3)-month period, the provisions of Article 19.01 shall apply.

- b) The CLC agrees that income protection under the Long Term Disability Benefits Plan will be made available to all Employees and the full premium will be paid by the Congress. The Long Term Disability Plan shall include providing the Employee with 80% of her\his salary of which 7% is deducted as Employee contribution to the pension plan. The CLC agrees to supplement the Employee's Long Term Disability Benefit payment by one percent (1%) for each one percent in the Consumers' Price Index with a maximum increase of five percent (5%) per year. Such Cost of Living Allowance will be calculated on January 1st and shall be based on the first payment received by the Employee when she\he first becomes eligible for the LTD benefit.

The CLC may request that an employee be examined by an CLC appointed physician; if there is a difference of opinion between the employee's physician and the CLC's physician, the parties will select a third physician for the final decision. Any costs associated with these requested medical examinations shall be paid for by the CLC.

- c) The CLC agrees to pay full costs of all health & welfare benefits as provided in this Article to all employees while on sick leave and on LTD.

The CLC agrees to pay premiums of Group Life Insurance Plan for an employee on Long Term Disability for a period of six (6) months when the waver of premium becomes effective.

- d) Any medical forms or reports submitted by the employee shall be sent to the Secretary-Treasurer as personal correspondence. These forms may be seen only by the officers and national director of the employee except in the case of long term disability when the personnel administrator shall also be informed.

- e) When required medical treatment will interfere with regular or special work assignment or when regular or special work assignment will be detrimental to the health of the employee, the CLC will be notified of the time and duration of treatment or of needed limits on work assignment.

19.03 Retirees and their surviving same or opposite sex spouses will be entitled to the same benefits as regular employees with the exception of 19.01(d) and 19.02 and the retiree will only be entitled to group life insurance as provided in the group life insurance plan for pensioners & retirees. All benefits are fully paid for by the CLC.

Medical and hospital coverage for retired employees will be continued at a no less favourable level than in effect prior to the signing of this Agreement. Any improvements in medical and hospital coverage will be applicable to current and future retirees.

For additional entitlement information see Article 19.01 and the plan booklet.

- 19.04 The CLC and the Union agree to participate in the Employee Assistance Programme (EAP) of the CLC which shall be supplementary to and part of this Collective Agreement. A committee composed of two representatives each from the Union and the CLC shall be established for this purpose.
- 19.05 The CLC agrees to provide each employee with the Green Shield, SSQ and any other pamphlets or booklets which fully state the coverage of the Health Plan(s).
- 19.06 The CLC agrees to convene, prior to bargaining, OPEIU-225\CULR-1 representatives to negotiate the details of insurance coverage under Article 25 and 19 respectively. Resolution of benefits will be subject to ratification by each bargaining unit. Failure to ratify by one of the bargaining units will make the negotiations of benefits a subject for both units' next round of negotiations. If both units ratify this memorandum on benefits, benefits will be considered resolved for both units' next round of negotiations.
- 19.07 The Health & Welfare benefit entitlements contained in the collective agreement and the plan documents on the date of ratification will remain in effect during the life of the collective agreement. The parties agree that any dispute regarding coverage of benefits or eligibility for benefits can be raised with the CLC and if not resolved, shall be subject to the grievance and arbitration procedure, and a grievance may be filed at Step 2.
- 19.08 In the event there is an unusual delay, attributable to the CLC or its benefit carriers, in the beneficiary of a deceased plan member receiving life insurance or other benefits, the CLC will consider measures to reduce any financial hardship arising from the delay. The CLC agrees that the surviving beneficiary may wish representation in dealing with entitlements and claim of benefits and the CLC will recognize the Union on the request of the beneficiary.

## **ARTICLE XX - EMPLOYEE AND FAMILY ASSISTANCE PLAN**

The Canadian Labour congress will provide for an Employee and Family Assistance Plan.

Funding of the Employee and Family Assistance Plan will be the responsibility of the Canadian Labour Congress.

Administration of the Plan will be the responsibility of a joint committee of COPE, CEP/CULR-1 and the CLC.

The CLC will consult with the unions on the choice of the plan provider.

The plan will provide for the full confidentiality for employees and their family members desiring to use such services.

The CLC may refer an employee to the EAP where the employee's job performance demonstrates the existence of a problem.

## **ARTICLE XXI – WORKER'S COMPENSATION**

21.01 The Employer agrees employees will be covered by the Worker's Compensation Act in the particular province in which they work. If coverage is not available in the province of residence, then coverage will be obtained from another province.

## **ARTICLE XXII – TECHNOLOGICAL CHANGE**

22.01 Technological change means the introduction of equipment different in type from that previously utilized.

22.02 In the event that the Employer introduces equipment defined in Article 21.01, a three (3)-month prior written notice will be given to the Union, and any full-time jobs which may be created within the bargaining unit as a result thereof will be posted as per Article VIII of this Agreement.

22.03 In the event that training programmes are necessary for such jobs, the Employer agrees that employees will be given the first opportunity for such training programmes before any persons outside the unit are hired to fill such jobs, and these programmes will be paid by the Employer with the employee continuing to enjoy full pay and benefits.

22.04 For the purpose of this clause where the term "computer" is used, it shall have the same meaning as technological change as defined in Article 21.01. When an employee holding positions which do not require the use of computers apply for a posted position requiring the use of computers, or one which is in the process of being computerized the senior qualified applicant will be awarded the position, notwithstanding the fact that a junior applicant with computer training may apply.

## **ARTICLE XXIII – SALARIES**

23.01 The Employer agrees to the salary schedule established as prescribed in Appendix "A".

23.02 The Employer will pay those that it deems are required to work in both of Canada's official languages a bilingual bonus of \$1,000.00 per annum.

### 23.03 *Wages*

- a) The 2% wage increase for July 1, 2005 to June 30, 2006 will be 2% applied as followed:
  - i) In lieu of calculating retroactive adjustments on wages, pension contributions, severance, ehb premiums, vacation bonus, etc, each CULR member will receive \$1500, minus income tax. For those with less than one year of service between July 1, 2005 and June 30, 2006 the payment will be calculated at \$125 per month.
  - ii) The wage scale will be increased by 2% at midnight June 30, 2006 before application of the 3% wage increase in b).
- b) 3% increase in wage scale, effective July 1, 2006.
- c) 3% increase in wage scale, effective July 1, 2007.

The COLA will be 1992 = 100 CPI. The Cola will pay 1 cent per hour for each .25% increase in CPI based on 45 hour work week. The Cola will start on July 1, 2005 and have a 5% trigger which must be reached before any money is generated. The trigger which must be reached before any money is generated. The COLA will be folded into wage rates each 6 month period and at the expiry date of the contract. The COLA will be calculated quarterly.”

## **ARTICLE XXIV – DURATION OF AGREEMENT**

- 24.01 This Agreement shall become effective July 1, 2005, and shall terminate June 30, 2008. It shall be automatically renewed from year to year thereafter unless either party shall give notice in writing to the other party within a period of not more than 90 days or less than 30 days preceding the anniversary of its desire to amend this Agreement.
- 24.02 Within a month of the time that either party has served notice on the other party of its desire to amend this Agreement, the parties shall meet to negotiate an amended agreement.

For the Employer

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For the Union

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Signed this day of 2006.

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**CEP/CULR – SALARY SCHEDULE**

**APPENDIX “A”**

**Effective July 1, 2006**

CLASSIFICATION	BI-WEEKLY		MONTHLY		ANNUAL	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
TRANSLATOR/PROOFREADER	2,569.44	2,608.09	5,567.12	5,650.86	66,805.44	67,810.34
ASSISTANT TO THE COMPTROLLER	2,569.44	2,608.09	5,567.12	5,650.86	66,805.44	67,810.34
NETWORK TECHNICIAN		2,747.06		5,951.96		71,423.56
REPRESENTATIVES	2,653.68	2,747.06	5,749.64	5,951.96	68,995.68	71,423.56
RESEARCH PROGRAM DEVELOPER	2,653.68	2,747.06	5,749.64	5,951.96	68,995.68	71,423.56
NATIONAL REPRESENTATIVE	2,653.68	2,747.06	5,749.64	5,951.96	68,995.68	71,423.56
NATIONAL COORDINATOR	2,802.18	2,898.55	6,071.39	6,280.19	72,856.68	75,362.30
SENIOR ECONOMIST		3,048.01		6,604.02		79,248.26
SENIOR RESEARCHER		3,048.01		6,604.02		79,248.26
EVENTS AND FACILITIES COORDINATOR		3,059.04		6,627.92		79,535.04
INTERNATIONAL PROGRAM ADMINISTRATOR		3,059.04		6,627.92		79,535.04
LABOUR COLLEGE REGISTRAR		3,231.90		7,002.45		84,029.40
FINANCIAL ADVISOR/COMPTROLLER		3,372.28		7,306.61		87,679.28
NATIONAL DIRECTOR		3,372.28		7,306.61		87,679.28
REGIONAL DIRECTOR		3,372.28		7,306.61		87,679.28

Set progression rates shall be established for all employees not at the maximum of their classification. Such progression shall be on the basis of one-third of the difference after 6 months, two-thirds of the difference after one year, maximum level after two years.

**CEP/CULR – SALARY SCHEDULE**

**APPENDIX “A”**

**Effective July 1, 2007**

CLASSIFICATION	BI-WEEKLY		MONTHLY		ANNUAL	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
TRANSLATOR/PROOFREADER	2,646.52	2,686.33	5,734.13	5,820.38	68,809.52	69,844.58
ASSISTANT TO THE COMPTROLLER	2,646.52	2,686.33	5,734.13	5,820.38	68,809.52	69,844.58
NETWORK TECHNICIAN		2,829.47		6,130.52		73,566.22
REPRESENTATIVES	2,733.29	2,829.47	5,922.13	6,130.52	71,065.54	73,566.22
RESEARCH PROGRAM DEVELOPER	2,733.29	2,829.47	5,922.13	6,130.52	71,065.54	73,566.22
NATIONAL REPRESENTATIVE	2,733.29	2,829.47	5,922.13	6,130.52	71,065.54	73,566.22
NATIONAL COORDINATOR	2,886.25	2,985.51	6,253.54	6,468.61	75,042.50	77,623.26
SENIOR ECONOMIST		3,139.45		6,802.14		81,625.70
SENIOR RESEARCHER		3,139.45		6,802.14		81,625.70
EVENTS AND FACILITIES COORDINATOR		3,150.81		6,826.76		81,921.06
INTERNATIONAL PROGRAM ADMINISTRATOR		3,150.81		6,826.76		81,921.06
LABOUR COLLEGE REGISTRAR		3,328.85		7,212.51		86,550.10
FINANCIAL ADVISOR/COMPTROLLER		3,473.45		7,525.81		90,309.70
NATIONAL DIRECTOR		3,473.45		7,525.81		90,309.70
REGIONAL DIRECTOR		3,473.45		7,525.81		90,309.70

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Set progression rates shall be established for all employees not at the maximum of their classification. Such progression shall be on the basis of one-third of the difference after 6 months, two-thirds of the difference after one year, maximum level after two years.

AGREEMENT BETWEEN THE CANADIAN LABOUR CONGRESS  
AND THE  
CEP/CULR-1, CLC RETIREES AND OPEIU LOCAL 225  
ON CHANGES TO THE CLC PENSION PLAN

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This agreement covers changes to the "Pension Plan for Employees of the Canadian Labour Congress" that have financial implications. Changes that have been agreed to, but have no significant financial implications, have been set out in a memo dated February 11, 1999 from Bob Baldwin, on behalf of CEP/CULR-1, CLC Retirees and OPEIU Local 225, to Bob McGarry on behalf of the CLC.

The parties agree that:

- 1) Minimum pensions will be increased to \$1,200 for pensioners and \$600 per month for surviving spouses.
- 2) Retirement benefits without actuarial reduction will be available to employees once their age plus service equals 85.
- 3) Anyone retiring between January 1, 1999 and January 1, 2002 who has ten (10) years of service and who is entitled to an unreduced pension is entitled to a "bridging" benefit of \$400 per month that is payable from their date of early retirement until their 65<sup>th</sup> birthday or their death, if earlier. A retiring employee who is eligible for an unreduced retirement benefit who has less than ten (10) years of service is entitled to a portion of the bridging benefit, and the portion is determined by dividing their years of credited service by ten (10).

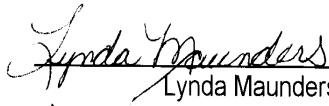
The Parties will make every effort to extend the bridging benefit to retirements that occur after January 1<sup>st</sup>, 2002 and to increase the amount of the bridging benefit. To this end, the Parties agree:

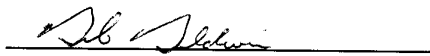
- 1) Over the period between the present and January 1<sup>st</sup>, 2002, the Parties will review the financial status of the pension plan with a view to determining whether the extension and improvement of the bridging benefit can be financed with surplus in the plan.

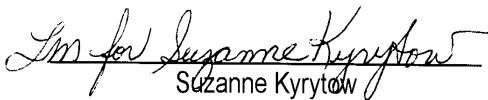
- 2) In reviewing the financial status of the plan, the parties recognize that in recent years an amount of surplus has been committed to keeping the employer's contribution to the plan at 7.5 per cent and that this commitment has taken priority over benefit improvements to the plan. This will continue to be the case unless there is mutual agreement between the parties to do otherwise.

**OPEIU**

**C.E.P.**

  
Lynda Maunders

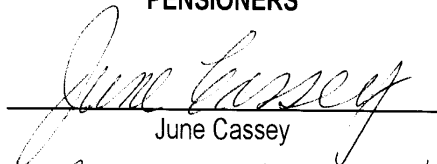
  
Bob Baldwin

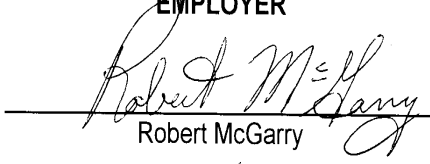
  
Suzanne Kyrylow

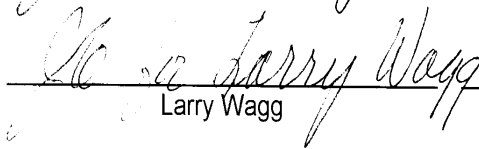
  
Dave Morris

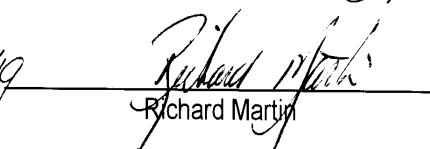
**PENSIONERS**

**EMPLOYER**

  
June Cassey

  
Robert McGarry

  
Larry Wagg

  
Richard Martin

Agreement between the Canadian Labour Congress  
and the

CEP/CULR, CLC Retirees and OPEIU Local 225

On Changes to the CLC Pension Plan

March 16, 2001

The parties agree:

1. The \$400 per month bridging benefit becomes a permanent feature of the pension plan.
2. The \$400 per month bridging benefit becomes extended to people 50 years of age and older with at least 20 years of service who take actuarially reduced benefits.
3. One (1) and two (2) above fulfill obligations arising from the 1999 agreement.
4. The parties (Committee and CLC) agree that the next round of negotiations over pension benefits shall commence at some date after the 2002 CLC Convention and before the end of 2002.

**LETTER OF UNDERSTANDING  
BETWEEN**

**CLC AND BANK WORKERS ORGANIZING COMMITTEE  
hereinafter called the "Organizations"**

**and**

**CANADIAN UNION OF LABOUR REPRESENTATIVES,  
OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 225 – CLC AND BANK WORKERS  
hereinafter called the "Bargaining Units"**

Recognizing the value to the Organizations and to the members of the Bargaining Units in having employees fill positions for which they are qualified, and in establishing guidelines related to the continuity of service within the Organizations and the Bargaining Units, the Organizations and the Bargaining Units jointly agree that the following provisions shall apply:

1. An employee transferring or being promoted from one Organization or Bargaining Unit to another shall be viewed as providing continuous service in relation to service benefits. Employees who terminate their employment with an organization or have their employment terminated by an organization and then re-apply to one of the Organizations shall not be viewed as having continuous service.
2. Where an employee transfers or is promoted between the Organizations or Bargaining Units and then later is retransferred or promoted back into the former Organization or Bargaining Unit that employee's seniority shall remain frozen in the former Organization. If the employee bids back for a job in the former Organization or Bargaining Unit, seniority at the time of leaving the former Organization shall be the relevant figure from which further seniority shall be calculated.
3. Employees successfully bidding on a transfer or promotion between the Organizations of Bargaining Units will:
  - a) be given credit for continuous service in determining vacation credits as outlined in the respective Collective Agreements;
  - b) immediately be enrolled in the insurance, group health and dental plans; and
  - c) when the employee has six or more months of continuous service he/she shall, on the date of transfer or promotion, become a member of the Employer's pension plan.
4. In the event of layoff there will be no bumping between the Organizations; however, an employee laid off from one Organization may apply within two years of layoff for

an opening in another. Only seniority existing by virtue of previous employment in the other Organization shall apply to such a bid.

5. Vacations shall be calculated on the basis of months of contributory service with the Organizations or Bargaining Units.
6. Pensions shall be calculated on the basis of contributory service with the organizations or Bargaining Units. Pensions shall be based on the best three years with the Organization.

CANADIAN LABOUR CONGRESS

COMMUNICATIONS, ENERGY AND PAPERWORKERS' UNION, LOCAL CULR-1

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 225

Signed and dated 12th of March 1987.

**ANTI – HARASSMENT POLICY**

1. a) The Canadian Labour Congress is committed to enforcing and maintaining a harassment free environment in the workplace and at all CLC functions. The CLC will neither tolerate nor condone behaviour such as harassment, discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, disability, medical condition, physical appearance, national origin, political or religious affiliation, sex, marital status, sexual orientation, gender identity and gender expression, place of residence, nor by reason of their membership or activity in the Union.
- b) All employees have a right to a workplace free from harassment by any individual. The responsibility for creating and preserving a harassment free environment is a collective one of the CLC as an employer and of individual staff and CLC members. Any staff person or CLC member who witnesses harassment in the workplace or at CLC activities has the responsibility to take appropriate steps to see that the behaviour is stopped.
2. a) Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group, often for reasons of gender, race, ethnicity, age, sexual orientation, disability, family or marital status, social or economic class, political or religious affiliation, or language.
- b) Harassment can also be personal in nature and unrelated to the grounds listed above. Harassment is unwelcome and unwanted, may be expressed verbally, in writing, or other media, or physically, and can occur as a single incident or on a repeated basis. “Unwelcome” and “unwanted” in this context means any actions or attitudes which are undesired by the person(s) experiencing the harassment and which the harasser(s) knows, or ought reasonably to know, are not desired by the victim(s).
- c) Harassment makes victims out of innocent people. It is emotionally, psychologically and physically damaging to the victim. Family, work and personal relationships can be severely damaged by harassment. It also can create a hostile, intimidating and poisoned work environment in which tension and stress take a personal toll from both the victim and those who either are aware of it or witness it. Harassment denies equality to the victims.
3. Every employee also has a right to be free from:
  - a) a sexual solicitation or advance made by a person in a position, or perceived to be in a position, to confer, grant or deny a benefit or advancement to the employee, where the person making the solicitation or advancement to the employee knows or ought to know that it is unwelcome;

- b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee;
4. A person who believes that she or he is a victim of harassment has the right to make it clear, either on their own or through a third party, that the abusive behaviour is unwelcome and will not be tolerated.
  5. Grievances involving harassment will be filed at the second step.
  6.
    - a) Union members who believe they have been harassed or discriminated against or have witnessed harassing or discriminating behaviours should immediately notify their union steward or may approach the employer.
    - b) The Union shall notify the Employer, should the union or a member wish to file a complaint.
    - c) The complainant shall have the right to seek remedial action pending the disposition of the complaint. Where the complainant seeks to discontinue contact with the alleged harasser, the Employer shall fully discuss the matter with the Union(s) to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the Parties to this Agreement. Where the Parties agree to temporarily reassign the alleged harasser, pending the outcome of the investigation, the action shall not be considered to be disciplinary. The complainant shall not be reassigned or transferred against their will or suffer any loss of pay and benefits.
    - d) Upon notification the employer shall immediately refer the matter to an independent investigator who shall conduct an investigation within fourteen (14) calendar days of receiving the complaint. The employer shall notify the Union immediately when the matter has been referred to an investigator.
    - e) The investigator shall forward the results of the investigation to the CLC within twenty-one (21) calendar days of receiving the complaint.
  7. The Employer shall ensure that the individuals chosen to conduct an investigation demonstrate the following capabilities:
    - i) displays respectful behaviour and sensitivity towards different equity seeking groups within the workplace and exhibits knowledge of human rights issues;
    - ii) is qualified to conduct an investigation;
  8. The investigation shall be impartial and shall be seen to be impartial.

9. The investigation of a report of harassment or discrimination shall encompass the following:
  - i) identifying who was involved in the incident;
  - ii) workplace location;
  - iii) location of incident;
  - iv) date and time of incident;
  - v) type of harassment or discrimination;
  - vi) description of the incident;
  - vii) measures in place to prevent a similar incident;
  - viii) recommendations for preventative and remedial measures.
10. The investigation of the incident will observe the following:
  - i) all witnesses are interviewed and all documents identified by the parties are reviewed;
  - ii) all statements relied upon in the investigation will be reviewed, signed, and dated by the person making the statement;
  - iii) there will be full disclosure to the Union, complainant, and respondent of all allegations and responses except where non-relevant personal information is involved.
  - iv) Any Employee being interviewed shall have the right to Union representation.
11. The Employer shall ensure that the complainant, respondent, and their Union is informed of the results of the investigation and action to be taken within 14 calendar days following the completion of the investigation. The report establishing the findings and recommendations of the investigation will be released to the applicable Union(s).
12. The investigation of the incident shall be concluded along with recommendations regarding preventative measures within 35 calendar days.
13. Where the complainant or the respondent is not satisfied with the final disposition of the matter, the Union may initiate a grievance at Step 2 of the grievance procedure within twenty-one (21) calendar days of receipt of the report.
14. Where such a grievance has been initiated, the Employer agrees to fully disclose to the Union all information gathered during the course of its investigation.
15. Alleged harasser(s) shall receive a fair, thorough and objective investigation of all complaints. Disciplinary action may be taken if the harassment complaint is upheld. Disciplinary actions include, but are not limited to:
  - a requirement that the harasser make a private or public apology to the victim;
  - a requirement that the harasser make a written commitment to cease the offensive behaviour;
  - a requirement to attend training sessions on harassment;
  - the placement of the judgement on the harasser's personnel file;

- suspension from work;
- in particularly extreme cases, dismissal from the job.

16. No reprisal shall be exercised against an employee because he or she has filed a complaint in accordance with the above mentioned provisions.

### **EDUCATIONAL RESOURCES AND PREVENTION**

In an effort to reduce the likelihood of harassment, the CLC will provide educational materials on harassment to all its employees and arrange for seminars on harassment at the request of the staff. This policy will be distributed to all present CLC employees, to newly hired CLC employees upon the commencement of employment, CLC Affiliates, Federations of Labour and Labour Councils of the CLC. It will also be distributed and displayed at CLC schools and other appropriate functions.

The CLC believes that trade union solidarity is the cornerstone upon which the reality of a harassment free environment will become a reality.

### **CLC FUNCTIONS**

The policy on harassment at CLC functions will continue as per the established practice.

### **OUTSIDE FUNCTIONS**

The principles of this policy will apply to all outside functions where CLC staff are in attendance.

### **HUMAN RIGHTS COMMISSION**

Nothing in the CLC Harassment Policy prevents a staff person from filing a complaint with the Human Rights Commission. However, the complaints process at the Commission is so lengthy and slow that it could take months to get a resolution. To be considered, a claim must be filed with most Human Rights Commission within six months of the incident.

## LETTER OF UNDERSTANDING

### 1. Same Sex Partner Benefits

The CLC and CEP/CULR-1 agree that once the injustice in the law concerning pension entitlements and life insurance has been eradicated, the same sex partner benefits set out in Article 19.01 will apply to the pension and life insurance benefits.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 2. Joint Labour-Management Employment Equity Committee

CLC and the Union agree to maintain an employment equity working committee to address issues involving the representation of equity seeking groups in the workplace. The committee will be composed of an equal number of representatives from the Union and the CLC. Responsibility for chairing meetings shall be shared.

The main tasks of the committee will include, but not be limited to the following:

1. Responding to the Employment Equity report of October, 1999. This report includes a statistical analysis of the presence of equity seeking groups in the workforce and analysis of the employment systems to identify barriers to equity seeking groups.
2. Developing an affirmative action plan, including targets and timetables, based on the analyses.
3. Developing proposals for training staff in employment equity, and anti-racism information and skills.
4. Coordinating the implementation of the employment equity plan.
5. Monitoring the outcome of the plan.
6. Communicating to their respective members about the progress of the analyses and plan.

The parties agree that the Committee will begin meeting no later than January 31st, and that its first task will be to establish a reasonable timetable for the completion of tasks outlined above.

Management will ask OPEIU to add two members to the Committee.

Subject to agreement with the OPEIU, the Employment Equity Committee will conduct a survey of the CLC workforce to prepare a statistical report on the presence of equity seeking groups in the employment of the CLC. The results of this survey may be used by the Committee to make further recommendations.

New employees will be asked if they wish to voluntarily complete the survey questionnaire to provide for an annual update of equality group representation status in the CLC workforce.

## LETTER OF UNDERSTANDING

### 3. Working Conditions and Hours of Work

Senior staff at the CLC covered by the Collective Agreement are responsible for determining their work schedules in carrying out their assigned responsibilities. In this sense, they are self-directed. Implicit in this is that they may engage in “no activity” days during the “normal work week,” especially when they have worked more than the “normal work week” in a prior period of time.

The only qualification is the need to take into account, as indicated by the National or Regional Directors, departmental or regional work considerations which may require, from time to time, senior staff to change planned “no activity” days.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 4. Joint CEP/CULR 1 and OPEIU-225 Committee – Work Assignments

The two unions propose that a Joint Union/CLC Committee be struck to:

1. Discuss the issue of work assignment as between CEP/CULR-1 and OPEIU-225 members, with a mandate to look at the following broad areas:
  - a) job creation and job security;
  - b) redistribution of work assignments between CEP/CULR-1 and OPEIU-225; and
  - c) career development for OPEIU-225 members.
2. The work of this Committee would take place within the following broad framework:
  - a) respect for the work performed by all members of both bargaining units;
  - b) technological changes in our work should produce more interesting work and more efficient production;
  - c) job security for current employees; and
  - d) appropriate redistribution of some tasks between CEP/CULR-1 members and OPEIU-225 members (in the context of respect for the job security of all members and appropriate remuneration attached thereto).
3. The Joint Committee will prepare a report and recommendations in consultation with staff, management staff and officers, to be presented to the two locals and the CLC officers within six months of the signing of the agreement. If agreement can be reached, the recommendations shall be acted on prior to the next round of collective bargaining.
4. This letter of understanding is proposed in a spirit of solidarity between the two bargaining units as well as in solidarity with the aims and purposes of the CLC as the Canadian trade union central body.
5. Should the Committee not reach agreement within the time line outlined above, this letter of agreement will become null and void.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 5. Religious Observances

The Canadian Labour Congress will continue its past practice of providing necessary time off required by staff to attend religious observances.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 6. Paul Puritt

The parties agree that Paul Puritt will be exempt from the mandatory retirement provision contained in Article XVI – Pensions. The parties further agree that life insurance coverage for Paul Puritt will be \$15,000 and there will be no coverage for AD&D or for LTD.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 7. Clear Language Memorandum of Agreement

The CLC and CEP CULR-1 agree to establish a joint committee to review the language of the collective agreement and make recommendations to the respective principals on the amendments to meet clear language guidelines.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 8. Duty to Accommodate

- 1) The Canadian Labour Congress acknowledges that it has the obligation consistent with human rights legislation and the evolving jurisprudence to accommodate employees who are temporarily or permanently unable to return to their regular duties.
- 2) Cases of this nature will be reviewed on an individual basis by the Employer and the Union. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the employee, including modifying the duties of a particular position and the appropriate salary level.
- 3) Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who has a temporary or permanent disability may perform safely.
- 4) In consideration of accommodating an employee the following shall apply in the order listed below: First, the employee's present position shall be considered for modification. Second, positions within the employee's classification shall be considered. Third, positions within the bargaining unit shall be considered. Fourth, positions outside the bargaining unit shall be considered.
- 5) In the event that the accommodation requires a change in the bargaining unit, the process of developing an accommodation plan under point .02 above will include the Union representing the new bargaining unit.

## LETTER OF UNDERSTANDING

### 9. Leave of Absence Pursuant to Article 12.06

Each employee will be entitled to the leave of absence with pay to run for political office only once during employment with the CLC.

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CEP/CULR-1

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CLC

## LETTER OF UNDERSTANDING

### 10. Joint Trustee Pension Plan

The Trustees to the Pension Plan will evaluate when and how the cap on earnings level can be addressed by the Pension Plan.

The Trustees will recommend to the Parties any amendments needed to the collective agreement related to the implementation of the Joint Trustee Agreement.

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CEP/CULR-1

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CLC

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