

COLLECTIVE AGREEMENT

Between

UNITED WAY OF WINNIPEG

Winnipeg, Manitoba

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS

UNION OF CANADA

Local 191

April 1, 2009 to March 31, 2012

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BOLDING DENOTES CHANGES

PREAMBLE

The Union recognizes that the Employer is a non-profit volunteer organization which must rely on the participation of volunteers in its activities in order to accomplish properly and successfully its objectives.

ARTICLE 1 - ARTICLES OF AGREEMENT

- 1.01 It is hereby agreed by and between United Way of Winnipeg, of the City of Winnipeg, hereinafter known as the 'Employer' and Communications Energy and Paperworkers Union of Canada Local **191**, hereinafter known as the 'Union' as follows:

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes Communications Energy and Paperworkers Union of Canada Local **191** (CEP Local **191**) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment for all employees performing work described in the Jurisdiction Article of this Contract.
- 2.02 The Employer agrees that during the term hereof and during any negotiations for the renewal or extension hereof, it will not sign any contract nor make any written agreement of any kind with any other union relating to any jobs or work covered and described in the Jurisdiction Article of this Contract.
- 2.03 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate.
- 2.04 No individual employment contract with the members of the bargaining unit, conflicting with this Agreement, shall be entered into unless by consent of both parties hereto.

ARTICLE 3 - JURISDICTION

- 3.01 This Agreement applies to and governs the employment of all persons employed as support staff and those performing the duties as support staff, such as typing, filing, bookkeeping, printing, mailing, clerks (of all description), receptionists, computer operators, word processing operators, cashiers and administrative secretaries.

ARTICLE 4 - MANAGEMENT'S RIGHTS

- 4.01 The management and operation of the Employer, including, but not restricted to, the right to hire, promote, demote, transfer, assign work, retire, determine location and methods of operation, and to discharge or otherwise discipline for just cause, shall be vested solely in the management of the Employer subject only to express provisions contained in the Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer agrees to inform each new employee that he or she will be required to join the Union within thirty (30) days from the date of commencing employment.
- 5.02 The Employer agrees that all employees of the Employer covered by this Agreement and hired on or after its execution date, shall, on or before the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.
- 5.03 An employee who fails to become a member of the Union as herein provided or to whom membership is denied because of his failure to tender initiation fees, dues or assessments, then within ten (10) days after written notice from the Union, the Employer shall discharge such employee.

ARTICLE 6 - DEFINITIONS and EXCLUSIONS

- 6.01 Notwithstanding the provisions of Article 3.01, casual employees, volunteers, sponsored executives and students are not covered by this Agreement.

Volunteers:

A volunteer is a person who offers his/her service to the Employer of his/her own free will, and who is neither on the payroll of the Employer, nor entitled to compensation for such service.

Casual Employees:

A casual employee is an employee not regularly scheduled to work on a regular recurring and permanent basis; an employee who works more than 15 hours per week shall not be considered to be a casual employee.

Sponsored Executives:

A Sponsored Executive is a person employed by an employer other than United Way of Winnipeg who has been made available to United Way of Winnipeg for a specified period of time; or is an employee of United Way of Winnipeg for a specified period of time whose remuneration is paid from a fund made up of donations provided for the purpose of hiring such sponsored executive(s).

Students:

A student is a person enrolled in a high school, university, community college or similar institution of learning, whose services are made available to the Employer, without remuneration, for the purpose of providing the student with experience and training opportunities as an integral component of the student's academic training.

6.02 The Union agrees that this Agreement shall in no way interfere with or impede the use of volunteers, casual employees, sponsored executives, or students, by the Employer, providing the use of these exclusions do not result in the termination, demotion or layoff of an employee within the bargaining unit.

6.03 Part-Time Employees

Means an employee who normally works less than the full daily, weekly or monthly hours of work, as the case may be, and whose work follows an on-going, predetermined schedule of work on a regular and recurring basis.

6.04 Term Employee

Means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event. Term employees shall be entitled to the benefit of the provisions of this Collective Agreement dealing with the following matters: overtime, vacations, sick leave, bereavement, jury service, out-of-office expenses, grievance and arbitration.

Article 21 Seniority shall only apply to those term employees who have completed at least two consecutive term assignments. In such cases a term employee's seniority shall be recognized to their initial date of hire.

Seniority shall only accumulate during periods of employment including sick leave, vacations, and any other authorized leave of absence. Term employees shall progress through the applicable salary range based on hours worked where 1950 hours equals a full year.

Articles 28.04, 28.05, 28.06 and 28.07 of the collective agreement shall not apply to term employees.

6.05 Part-Time Employees

Part-time employees shall be entitled to all provisions of this Collective Agreement, on a pro-rata basis, calculated as follows:

$$\frac{\text{\# of regular hours exclusive of overtime}}{\text{\# of full-time hours (37.5)}} \times \text{benefit of full-time employee earning same hourly rate.}$$

6.06 Definition of Day

For the purpose of this Collective Agreement, a day shall be defined as the normal day of operation of the United Way of Winnipeg (i.e., Monday through Friday, exclusive of Saturday and Sunday).

6.07 Probationary Period

Means an employee covered by the Collective Agreement who may be dismissed by the Employer in its exclusive discretion, subject to the Human Rights Act of Manitoba, at any time during the first ninety (90) working days of his or her employment, and such dismissal shall not be grievable or arbitral. After successful completion of probation an employee's length of continuous service shall be calculated from the date of original hiring.

ARTICLE 7 - DUES CHECK-OFF

- 7.01 The Employer agrees to withhold each pay period a stated amount to be determined by the Union.
- 7.02 Such amount will be determined by Union resolution, a certified copy of which will be remitted to the Employer concerned.
- 7.03 The Employer will remit monthly to the Local concerned the amounts so deducted, not later than the fifteenth (15th) day of the month, following said deduction.

- 7.04 In consideration of the foregoing, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- 7.05 The Employer agrees to inform the Union monthly or as may be provided in the Collective Agreement, the names and amounts so deducted from each employee's wages.

ARTICLE 8 - HIRING

- 8.01 The parties to this Agreement agree to continue their policy of no discrimination against any employee because of race, religion, creed, color, age, sex, national origin, handicap or disability in regards of employment, advancement or acceptance into Union membership.
- 8.02 Employees agree to respect the special privilege of access to United Way information which is of a confidential nature.
- 8.03 **All job openings or vacant positions either in scope or out of scope will be posted on the Union Bulletin Board for a minimum of five (5) working days. The Employer reserves the right to determine whether any job openings or vacant positions should be filled.**
- 8.04 Copies of all job postings will be sent to the union office.

ARTICLE 9 - HOURS OF WORK

- 9.01 The regular work week will consist of five (5) days totaling thirty-seven and one-half (37-1/2) hours per week, Monday through Friday, and shall constitute a week's work during the months of September 1st to **May 31st**.

The normal working hours during this period shall be 8:30 a.m. to 4:45 p.m. each day, unless the Employer schedules any changes to the working hours with five (5) working day's notice.

- 9.02 **During the summer period, from the 1st of June through August 31st, the regular work week shall consist of five (5) days totaling thirty – five and three-quarter (35-3/4) hours per week, Monday through Friday, and shall constitute a week's work.**

The normal hours of work during this period shall be 8:30 a.m. to 4:45 p.m., Monday through Thursday, and 8:30 a.m. to 3:00 p.m. on Fridays.

- 9.03 **The regular hours of operation shall be 8:00 a.m. to 6:00 p.m.**

- 9.04 Employees shall receive two (2) fifteen (15) minute breaks per working day, the time of which shall be designated by the Employer, providing one break is in the morning and one is in the afternoon. These breaks will be timed approximately half-way through the morning hours, the second to be approximately half-way through the afternoon hours.
- 9.05 An interval of not less than one-half (1/2) hour shall be allowed for lunch and shall be included between the third (3rd) and fifth (5th) hours of work. In no case shall said luncheon period be considered the time of the Employer.

ARTICLE 10 - SICK LEAVE and TIME OFF WITH PAY

- 10.01 Permanent employees shall be entitled to sick leave with full pay on the basis of one (1) day sick leave for each month of employment to a maximum of ninety (90) working days.
- 10.02 An employee on sick leave shall be covered by all terms and conditions of this Collective Agreement.
- 10.03 An employee returning from such sick leave shall be entitled to return to the employee's former position at the negotiated wage rate.
- 10.04 An employee shall be allowed to overdraw their sick leave benefit to a maximum of ten (10) working days.
- 10.05 In exceptional circumstances, the Administration Committee may grant additional sick leave in a non-discriminatory manner.
- 10.06 It is agreed by the employees that the sick leave benefits shall be used only for legitimate illness or disability and shall not be abused.

Employees may use up to one – half (1/2) of accrued sick days to a maximum of six (6) days per year to care for a family member who is ill or otherwise infirm. For the purposes of this article, family member shall mean those persons identified in Article 16.01.

- 10.07 New employees shall accumulate but shall not be entitled to sick leave until the completion of their probationary period of ninety (90) working days.
- 10.08 Employees shall cause the Employer to be notified in the case of absence from office, giving the reason for absence and the probable length of time for such absence. Illness causing absence from work for more than three (3) consecutive days must be confirmed in writing by a medical doctor if so requested.

10.09 Except in emergency situations, employees who are attending appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician, shall provide the Employer with a minimum five (5) working days notice. It is understood that employees should attempt to schedule such appointments during non-working hours when possible, but all time off for appointments will be without loss of pay.

Where an employee is required to attend a series of such appointments, the employer may alter the employee's work schedule, in consultation with the employee, in order to accommodate the appointments.

ARTICLE 11 - WAGES

11.01 The wages mentioned in Appendix "A" of this Agreement are minimum wages only. The Union will not discriminate against the Employer wishing to pay wage premiums to those who warrant them.

Effective April 1, 2009 a 2% market adjustment shall be applied to the Receptionist, Data Base Assistant and Administrative Assistant positions.

General Wage Increases:

1	Year 1 – April 1, 2009	1%
2	Year 2 – April 1, 2010	2.5%
3	Year 3 – April 1, 2010	2.5%

11.02 All wages are to be paid in currency or negotiable cheque and in full on a designated payday. If a payday falls on a holiday, wages shall be paid by noon of the previous day.

11.03 Payday shall be on every second Thursday. Employees shall receive in a sealed envelope a copy of their pay statement on payday.

11.04 Where any Employee is directed and does perform all or substantially all of the duties and responsibilities of a position in a higher classification s/he shall be paid the higher classification rate for the period of the time the duties are assigned.

If any employee is assigned, for the purpose of training, to the duties and work of an employee who has a higher classification, then the above wage adjustment shall not be payable.

In the event that an employee is assigned temporarily to a lower paid position, his rate of pay shall not be reduced.

- 11.05 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classifications fall within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.
- 11.06 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.

ARTICLE 12 - PENSION PLAN and OTHER BENEFITS

- 12.01 The Employer agrees to contribute during the life of this Agreement to the United Way Pension Plan as amended from time to time, and to the Group Life Insurance Plan presently in effect. The Employer will contribute 50% towards pension contributions to the plan as it is carried on and amended from time to time by the Employer and 100% of Group Life Insurance premiums. The employees will continue to pay 50% towards pension contributions, and 100% of the Long Term Disability Insurance premiums.

The Employer will, in addition to the above, contribute 100% of the costs of the Accidental Death and Dismemberment Plan, the Dependent's Life Insurance Plan, the Health Care Plan and 50% of the Dental Plan. The employees shall contribute 50% of the costs of the Dental Plan.

- 12.02 All employees are required to be covered under the **Employment** Insurance Program and Canada Pension Plan as required by applicable legislation. Both United Way and the employees are required to contribute towards the cost of such programs according to the applicable legislation.

ARTICLE 13 - OVERTIME

- 13.01 The employees recognize that demands will, from time to time, make overtime work necessary; the Employer may require an employee to work overtime, but overtime shall only be worked in excess of two (2) hours per day by mutual consent. The Employer agrees to give whatever notice of overtime work as can reasonably be given, in the circumstances. The employee may decline for a good and justifiable reason and such employee will not be discriminated against for doing so.
- 13.02 All overtime must be approved in advance by the Employer.
- 13.03 Overtime rates shall be on the following basis:
- a) For each of the first three (3) hours worked in excess of the standard work day on any day from Monday to Sunday inclusive, an employee shall receive one and one-half (1-1/2) times his or her hourly wage rate.
 - b) For the fourth and each additional hour worked in excess of the standard work day on any day from Monday to Sunday inclusive, an employee shall receive two (2) times his or her hourly wage rate.
 - c) For all work performed on a holiday, an employee shall receive two (2) times his or her hourly wage rate plus regular holiday pay.
- 13.04 Employees will have the option of taking time off at the equivalent rate at a time mutually agreeable to the Employer and the employee. Employees who have exercised their option to take time off in any such year but have not actually taken their time off by June 30th shall be paid in cash on the next following payday.
- 13.05 The Employer will reimburse employees who are requested to work three (3) hours continuous overtime or more for a meal up to a maximum of \$8.00 upon the submission of a receipt.”
- 13.06 Nothing in this Agreement shall be interpreted to prevent any employee from performing volunteer services for the Employer if such employee so chooses.
- 13.07 Transportation other than the Winnipeg Transit System shall be provided where required to employees having to work overtime later than 8 p.m.
- In the event the United Way relocates its premises from 5 Donald Street, upon such relocation taking effect the 8 p.m. hour shall be changed to 7 p.m.**
- 13.08 It is recognized that due to computer difficulties some unionized employees have been called at home after work hours by non-unionized employees. For every call

by a non-unionized employee to a unionized employee, the employee will be paid one hour's pay overtime rates.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The following Statutory Holidays are to be observed and paid for by the Employer:

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

In addition to the above statutory holidays, one floating holiday will be granted as designated by Management by April 1st of each year. Where Management does not designate the floating holiday, it shall be taken at a mutually agreed upon time, arrived at between the employee and Management, during each campaign year.

14.02.1 When a Statutory Holiday falls on a Saturday or Sunday, either the Friday preceding or the Monday following the Holiday shall be given to the employees as substitute day off with pay. When Remembrance Day falls on a Saturday or Sunday, it shall be given as an additional holiday at vacation time.

ARTICLE 15 - VACATIONS

15.01 All employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

Ten (10) working days per year
commencing after one (1) year of employment;

Fifteen (15) working days per year
commencing after two (2) years of employment;

Twenty (20) working days per year
commencing after eight (8) years of employment;

Twenty-five (25) working days per year
commencing after eighteen (18) years of employment.

Completed years of service shall be calculated from the date of hire.

Employees with less than one completed year of service will receive vacation

pay in accordance with the provisions of the Employment Standards Code.

Effective May 1, 2009 - Twenty working days per year commencing after seven (7) years of employment.

- 15.02 Vacation schedules shall be posted prior to March 31st and finalized by April 30th, thereby giving the Employer time to review and adjust the vacation schedules. However, vacations as far as reasonably possible, will be scheduled at the time most desirable to the employees. If a discrepancy arises, seniority will be the governing factor.
- 15.03 **Vacations will be arranged by and are subject to the approval of the Employer, which shall not be unreasonably withheld, in accordance with the requirements of the business.**
- 15.04 Where a holiday falls within an employee's vacation period, one additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.
- 15.05 In the event of termination of employment for any reason whatsoever, all accumulated vacation pay credits shall be paid in full at the time of termination of employment. This shall likewise apply in case of death in which event the amount due shall be paid to the estate of the deceased.
- 15.06 The employer will provide the employee notice of remaining vacation no later than January 31st of each year.
- 15.07 In recognition of length of service, each employee shall receive an additional 5 days of vacation (prorated for part-time employees) only in the calendar year that s/he completes 25 years of continuous service.

ARTICLE 16 – COMPASSIONATE CARE

- 16.01 **Any employee required to be absent from his or her scheduled work on Monday through Friday, because of death of a family member, which includes child, stepchild, parent, grandparent, grandchild, spouse, common law spouse, aunt, uncle, niece, nephew and any other person who is not related but considered a family member, or to attend the funeral of any such family member, or to care for any such family member who is ill or otherwise infirm, is entitled to three (3) consecutive days of paid compassionate care leave.**
- 16.02 **In extenuating circumstances, two (2) additional days may be requested by the employee to be granted by the employer, in its exclusive discretion.**
- 16.03 **One (1) compassionate care day may be retained at the employee's request for**

use in the case where actual interment or cremation is at a later date.

16.04 Immediate family for the purpose of this article shall include common-law spouse or same sex spouse and the family of a common-law spouse or same sex spouse.

ARTICLE 17 - JURY SERVICE

17.01 Any employee required to serve on or appear for Jury duty or as a Crown Witness shall receive from the Employer the difference between his or her jury or witness pay and his or her regular pay. When presence is not required in court, employees shall report for work.

ARTICLE 18 - SEVERANCE PAY

18.01 Except for probationary employees, the following shall apply:

In the event of consolidation, suspension of operations, permanent lay off, all employees shall receive severance pay only on the following basis:

<u>Completed Years of Service</u>	<u>Working Days</u>
Less than 5	Two weeks
5 +	Three weeks
20 +	Four weeks

Employees dismissed for cause may have their employment terminated without notice or severance pay.

ARTICLE 19 - TECHNOLOGICAL DEVELOPMENTS

19.01 The parties recognize that technological developments, if they are to further the continued involvement of the United Way in the betterment of our community, places a responsibility upon the Employer and the Union in the development of new skills.

19.02 In order to ensure the orderly and most advantageous introduction of new types of equipment and new processes, the parties agree to meet upon request of either party to consider programs for the retraining or rehabilitation of employees in new skills required, so as to avoid layoffs resulting from the introduction of new types of equipment or new processes.

ARTICLE 20 - BULLETIN BOARD

- 20.01 It is agreed that there shall be at least one bulletin board readily available to the Union for posting of notices and other items relating to legitimate and official Union business.

ARTICLE 21 - SENIORITY

- 21.01 **The Employer agrees to provide a seniority list to the Union. This list will be updated and forwarded to the Local union office every January 15th.**
- 21.02 Seniority shall mean that period from the date the employee last entered the service of the Employer to the date when the employee ceased to be an employee of the Employer.

ARTICLE 22 - OUT-OF-OFFICE EXPENSES

- 22.01 When it is necessary that employees covered by this Agreement attend functions outside the office, employees will be reimbursed for such expenses incurred in connection with such functions. All requests for the reimbursement of expenses shall be supported by an expense statement together with receipts and will be approved by the supervisor.
- 22.02 **The Employer shall compensate the employee forty – three cents (\$0.43) per kilometer for the use of their personal vehicle for the service of the Employer.**

ARTICLE 23 - IDENTIFICATION OF WORK

- 23.01 The Union Label is the exclusive property of the Communications, Energy and Paperworkers Union of Canada and its use is authorized only by the express direction and consent of the Communications, Energy and Paperworkers Union of Canada upon execution of and compliance with the standard Union Label License Agreement.

ARTICLE 24 - SUB-CONTRACTING

- 24.01 It is agreed by the Employer that no employee will be laid off or terminated as a result of sub-contracted work.

ARTICLE 25 – MATERNITY AND PARENTAL LEAVE

- 25.01 To qualify for maternity leave an employee must be employed by the employer for at least seven (7) consecutive months.**
- 25.02 Subject to article 25.04 an employee who is eligible for maternity leave is entitled to the following maternity leave:**
- (a) if the date of delivery is on or before the date estimated in a medical certificate, a period of not more than 17 weeks; or**
 - (b) if the date of delivery is after the estimated date, 17 weeks and a period of time equal to the time between the estimated date and the date of delivery.**
- 25.03 A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.**
- 25.04 An employee who is eligible for maternity leave shall:**
- (a) as soon as practicable, provide the employer with a medical certificate giving the estimated date of delivery; and**
 - (b) give the employer not less than four weeks written notice of the date she will start the maternity leave.**
- 25.05 An employee who is eligible for maternity leave but does not give the notice under article 25.04(b) before leaving the employment is still entitled to maternity leave if, within two weeks after stopping work, she gives notice and provides the employer with a medical certificate:**
- (a) giving the date of delivery or estimated date of delivery; and**
 - (b) stating any period or periods of time within the 17 weeks before the date of delivery or estimated date of delivery that the normal duties of employment could not be performed because of a medical condition arising from the pregnancy.**
- 25.06 The maternity leave to which the employee is entitled under article 25.05 is:**
- (a) any time, within the time referred in 25.05(b) that she does not work; and**
 - (b) the difference between that time and the time she would receive is she**

were entitled under article 25.02.

25.07 An employee who is eligible for maternity leave but who does not give notice under 25.04(b) or 25.05 is still entitled to maternity leave for a period of time not exceeding the time she would receive if she were entitled under 25.02.

25.08 The maternity leave of an employee referred to in articles 25.05 and 25.07 shall terminate not later than 17 weeks after the date of delivery.

25.09 An employee's maternity leave ends:

(a) 17 weeks after it began; or

(b) if article 25.02(b) applies 17 weeks plus the additional time provided in that article.

25.10 An employee may end her maternity leave earlier than the day set out in article 25.09 by giving the employer written notice at least two weeks before the day she wishes to end the leave.

25.11 Parental Leave

To qualify for Parental Leave an employee must be employed by the employer for at least seven (7) consecutive months.

25.12 An employee who adopts or becomes a parent of a child is entitled to parental leave to a maximum of 37 continuous weeks if:

(a) the employee gives written notice to the employer at least four weeks before the day specified in the notice of the day on which the employee intends to begin the leave; and

(b) in the case of adoption, the adoption occurs or is recognized under Manitoba law.

25.13 An employee who gives less notice than is required under article 25.12(a) is entitled to the 37 weeks of parental leave less the number of days by which the notice given is less than four weeks.

25.14 A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.

25.15 An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the employer otherwise agree.

25.16 An employee's parental leave ends:

(a) **37 weeks after it began; or**

(b) **if article 25.13 applies 37 weeks after it began less the number of days provided for in that article.**

25.17 An employee may end his or her parental leave earlier than the day set out in article 25.16 by giving the employer written notice at least two weeks before the day the employee wishes to end the leave.

25.18 An employee may elect to continue to be covered by the employer's group insurance plan throughout the Maternity and/or Parental Leave provided that the employee returns to work for a minimum of six (6) months and continues to pay his or her share of the group insurance premiums during the leave period. The employer will continue to pay its share of the premiums.

25.19 At the end of an employee's leave under this article, the employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

ARTICLE 26 - PROMOTIONS and CREATION OF NEW POSITIONS

26.01 The intent of the Employer to create a new position or fill a vacancy within the scope of the bargaining unit, shall be posted on appropriate bulletin boards.

26.02 Opportunity for employment by the Employer shall be open to any person who, on the basis of merit, can demonstrate that he or she possesses the qualifications for the position to be filled. Present employees will be given the first opportunity to fill such vacancies and seniority will be considered.

26.03 **A successful applicant shall serve a trial period of up to sixty (60) working days in their new position. In the event the employee's performance proves to be unsatisfactory in the new position she/he shall be returned to their former or comparable position without loss of seniority and have their rate of pay adjusted accordingly.**

The Employer reserves the right to extend the trial period, in consultation with the Union.

Conditional on satisfactory performance, the promotion shall become permanent after the completion of the trial period.

26.04 The Employer shall not be prevented from advertising outside the premises for employees to fill a vacancy within the bargaining unit.

- 26.05 **When an employee is promoted to a higher classification, such employee shall be placed in an incremental level in his/her new classification which will provide an immediate increase of salary. The date of promotion to the new classification shall become the anniversary date for salary progression.**
- 26.06 In the event a new classification is established, or if there is a substantial change in the job content or qualifications of an existing classification falling within the bargaining unit, the Union shall be notified of the appropriate salary range within fifteen (15) days. The United Way of Winnipeg and the Union will enter into discussions regarding the proposed salary at the request of the Union and these discussions will be conducted over a period of a further fifteen (15) days.

ARTICLE 27 - UNION ACCESS TO UNITED WAY PREMISES

- 27.01 It is agreed that the Union Representative shall have reasonable access to the United Way Office by specific permission of the management.
- 27.02 The Union agrees not to transact any business of the Union on the Employer's time other than as permitted by the Employer.

ARTICLE 28 - LAY-OFF and DISCHARGE

- 28.01 **Except for probationary employees, no employee may be disciplined or discharged without just cause.**
- 28.02 **Before the discharge of a Union Steward or an Officer of the Local, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer and to call in the National Union for this purpose when an Officer of the Local is involved. In the event of a discharge of an employee, the Employer shall simultaneously furnish reason for discharge in writing.**
- 28.03 **When discharging an employee, the Employer will provide the reasons in writing to the employee and the Union. The Employer shall inform the employee of her/his right to have a union representative present for any disciplinary meeting including suspension or termination of employment.**
- 28.04 Lay-offs will be on the basis of seniority, subject to employees exercising bumping rights possessing the required qualifications. Rehiring will be done in the reverse order of lay-offs.
- 28.05 Employees will be required to report back to work no later than two (2) weeks after notification of recall. The employee will be notified by registered letter of recall at the most recent address filed with the Employer in the event the employee

- is not contacted by telephone, and the employee must respond to such notice within five (5) working days.
- 28.06 Employees shall be responsible for keeping the Employer advised of their current address.
- 28.07 An employee or Employer must give at least one pay period notice of termination. The employee shall be allowed to complete those weeks or be awarded one pay period wages in lieu thereof unless dismissed for just cause.

ARTICLE 29 - UNION STEWARD

- 29.01 The name of the Union Steward(s) shall be supplied to the Employer and the Employer shall be notified of any change thereafter.
- 29.02 The Employer recognizes the Union Steward(s) as the initial contact pertaining to official Union matters and shall not discriminate against he or she for performing such duties.
- 29.03 The duties of the Union Steward(s) shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 29.04 For complaints of an urgent nature a Union Steward shall first obtain the permission of the Employer before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld.
- 29.05 When it is necessary for a Union Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Steward or employee concerned, provided that each has obtained approval from the Employer for the time required to deal with the complaint or grievance. Such permission shall not be unreasonably sought or withheld.
- 29.06 Negotiations shall be conducted at a time mutually agreed upon by the Employer and the Union.
- 29.07 At no time shall more than one (1) Union Steward be absent from work during an investigation of an alleged violation of this Agreement.
- 29.08 **A Union Steward does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local Representative or the Local Executive Board.**

ARTICLE 30 - GRIEVANCE and ARBITRATION

- 30.01 **Subject to 6.07, any member of the bargaining unit, the Union or the Employer as parties to this Collective Agreement has the right to file a grievance.**
- 30.02 A grievance is defined as a difference between the parties arising from the interpretation, administration or alleged violation of this Collective Agreement. All grievances between the Employer and the Union shall be settled in accordance with the following procedure:

Step 1

An employee with a complaint arising out of the administration of this Agreement, shall first discuss it with the immediate supervisor. The employee concerned may request the presence of the Union Steward during Step 1. If the employee is not satisfied following this discussion, the employee may request a meeting at Step II of the grievance procedure within two (2) working days of the meeting. The grievance procedure shall be as follows:

Step II

A meeting shall be held between the aggrieved employee and the Steward and the Department Manager, or delegate, within five (5) working days of the request. Grievances processed at this Step must be in writing. If no satisfactory answer is received within five (5) working days, the Union shall have five (5) working days to take the grievance to Step III.

Step III

A meeting shall be held between the aggrieved employee (at the aggrieved employee's discretion), the Steward (at the Union's discretion) the Union Local Representative, the Union's National Representative, the Executive Director, the Department Manager and the Supervisor. Grievances processed at this stage must clearly state the provision of the Agreement alleged to have been violated. The reply shall be made in writing within ten (10) working days.

When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step II of the grievance procedure.

- 30.03 Failing settlement at Step III of any grievance between the parties arising from the interpretation, administration or alleged violation of this Agreement, such grievances may be taken into arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) working days after the decision

in Step III is given, the grievance shall be deemed to have been abandoned.

- 30.04 The Employer will arrange the time and place for the grievance meetings. As much as possible, such meetings will be held during normal working hours and time necessarily spent by the aggrieved employee or the Steward in processing grievances at Step I, II and III will be considered as time worked provided this benefit is not abused.
- 30.05 All decisions arrived at between the representative of the Union and the Employer shall be final and binding on that particular grievance, upon the Union, the Employer and the employee or employees concerned.
- 30.06 **Should no settlement of the dispute be reached between the last mentioned parties within five (5) working days, the matter shall be referred to an Arbitrator to be used in rotation from the following list:**

**Arne Peltz
John Korpesho
Michael Werier**

- 30.07 No person will be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the contract.
- 30.08 The time limits referred to in this Article may be extended by mutual agreement between the parties.
- 30.09 The Arbitrator shall not add to, alter, modify or amend, or make any decision which is inconsistent with the provisions of this Agreement.
- 30.10 Both parties will jointly bear the expenses of the Arbitrator.

ARTICLE 31 - LEAVE OF ABSENCE

- 31.01 Leaves of absence for personal reasons may be granted by the Employer for up to four (4) weeks without pay.
- 31.02 Upon written request, the Employer will grant employees unpaid leaves of absence to attend Union conventions, education or meetings, provided that no more than one (1) employee from the bargaining unit is absent at any time.**
- 31.03 Upon written request, the Employer will grant unpaid leave of absence for the purpose of attending scheduled meetings for negotiating renewed collective agreements between the Union and the Employer provided that not more than two (2) employees from the bargaining unit are absent at any time.**
- 31.04 Should a member of the bargaining unit be appointed or elected to a full-time position with the Union, he/she shall be granted a leave of absence without pay and shall be reinstated in the same or a comparable position upon expiration of such leave. Such leave shall be given only to one (1) employee at any one time. The employee will provide two (2) months written notice prior to his/her anticipated return under this provision until such time as his/her term or appointment is ended.**

ARTICLE 32 - PICKET LINES

- 32.01 Notwithstanding any other provisions of this Agreement, the failure or refusal of any employee to pass through or work behind any picket line legally established at the United Way of Winnipeg by the Communications, Energy and Paperworkers Union of Canada, because of a dispute between the United Way of Winnipeg and the Communications, Energy and Paperworkers Union of Canada, shall not be deemed a breach of this Agreement and the Employer shall not discharge, discipline or otherwise discriminate against any such employee.
- 32.02 The parties agree during the term of this Agreement or extension thereof, there shall be no strike, lock-out or interruption of work because of any disputes or disagreements between any other persons (or other employees or Union) who are not signatory parties to this Agreement.

ARTICLE 33 - SEVERABILITY

- 33.01 Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such

event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

- 33.02 The parties to this Agreement recognize that the terms of this Agreement are subject to the provisions of the Labour Laws of the Province.

ARTICLE 34 - AGREEMENT CONTINUITY

- 34.01 The Employer agrees that he shall give written notice of this Agreement and all of its clauses contained herein to any prospective transferee, lessee or assignee. A copy of such written notice shall be furnished to the Union not less than ten (10) days prior to the effective date of sale, transfer, lease or assignment.

ARTICLE 35 - SANITATION and SAFETY

- 35.01 The Employer will continue to make all reasonable provisions for the safety and health of its employees during working hours. The Union agrees that it will cooperate in the enforcement of safety rules and other Employer regulations concerning safety and sanitation.
- 35.02 The workplace shall be kept clean, well-ventilated and in sanitary condition in compliance with applicable Provincial Legislation and the employees shall cooperate with the Employer in this regard.
- 35.03 **The Employer agrees to make reasonable attempts to reassign work in such a manner as not to require pregnant employees to operate computers and or computer monitors and similar machines, where the affected employees have reasonable concerns that such exposure may result in harm to the unborn.**
- 35.04 Any employee injured while working on the job and therefore unable to finish his or her day's work shall be excused from work for the remainder of that day with no loss in pay, and shall not be considered as sick time.

ARTICLE 36- CEP HUMANITY FUND

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

The Employer agrees to submit to the CEP Humanity Fund an amount equal to \$19.50 annually for full-time employees and \$12 annually for part-time employees in the bargaining unit who have consented to the deductions. The Union shall inform the Employer as to how it wishes the deductions to be made and how often. The Union will pass along the names of the union members participating in the fund at the beginning of each Collective Agreement. New hires shall be eligible to participate in the Fund.

ARTICLE 37 - DURATION OF CONTRACT

- 36.01 **This contract shall be effective as of April 1, 2009 and shall continue in effect until March 31, 2012 inclusive.**
- 36.02 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties within sixty (60) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

SIGNED THIS _____ DAY OF _____ 2009

FOR THE EMPLOYER:

FOR THE UNION:

Letter of Understanding #1: Relocation of United Way Offices

Where a shutdown occurs for moving purposes during working hours, scheduled employees shall be paid their regular wages.

Employees will be required to pack their work area, inclusive of files, records etc, and only move their personal items during the relocation.

FOR THE EMPLOYER:

FOR THE UNION:

Letter of Understanding #2: Rainbow Training

The Employer agrees to continue the current practice of paying a premium to employees who are engaged in delivering Rainbow training.

FOR THE EMPLOYER:

FOR THE UNION:

Letter of Understanding #3: Workers Compensation

Effective June 1, 2009, the Employer shall arrange to enroll employees covered by this collective agreement in Workers Compensation to compensate employees for work related illness injury or accident.

FOR THE EMPLOYER:

FOR THE UNION:

**United Way of Winnipeg
CEP Local 191
Appendix A - Salary Ranges - APRIL 1, 2009**

Increase 1%

Position	Start	6 Months	12 Months	18 Months	24 Months
Materials clerk					
Hourly:	9.09	9.36	9.64	9.93	10.23
Audit Clerk					
Hourly:	11.58	11.93	12.29	12.66	13.04
Receptionist/Data Base Assistant / Administrative Assistant					
Hourly:	13.26	13.66	14.07	14.49	14.92
Bi-weekly:	994.48	1,024.32	1,055.04	1,086.70	1,119.30
Per Annum:	25,856.50	26,632.20	27,431.16	28,254.10	29,101.72
Production and Facilities Coordinator					
Hourly:	15.05	15.50	15.97	16.45	16.94
Bi-weekly:	1,128.75	1,162.61	1,197.49	1,233.42	1,270.42
Per Annum:	29,347.56	30,227.99	31,134.83	32,068.87	33,030.94
Bookkeeper/Campaign Coordinator/Donor Services Coordinator					
Hourly:	15.80	16.28	16.76	17.27	17.78
Bi-weekly:	1,185.08	1,220.63	1,257.25	1,294.97	1,333.82
Per Annum:	30,812.06	31,736.42	32,688.52	33,669.17	34,679.25
Senior Campaign Coordinator					
Hourly:	17.58	18.10	18.65	19.21	19.78
Bi-weekly:	1,318.20	1,357.75	1,398.48	1,440.43	1,483.65
Per Annum:	34,273.23	35,301.42	36,360.47	37,451.28	38,574.82
Data Analyst					

	Hourly:	18.37	18.93	19.49	20.08	20.68
	Bi-weekly:	1,378.04	1,419.38	1,461.96	1,505.82	1,550.99
	Per Annum:	35,828.97	36,903.84	38,010.96	39,151.29	40,325.82
Craft/Professional Designation Premiums:						
	Rainbow training premium					5% per annum
	Printer 1 - Craft Premium:					\$25.00 bi-weekly
	Bookkeeper - Professional Designation Premium:					\$25.00 bi-weekly
						\$50.00 bi-weekly
						\$75.00 bi-weekly

**United Way of Winnipeg
CEP Local 191
Appendix A - Salary Ranges - APRIL 1, 2010**

Increase 2.5%

Position	Start	6 Months	12 Months	18 Months	24 Months
Materials clerk	Hourly: 9.32	9.60	9.88	10.18	10.49
Audit Clerk	Hourly: 11.87	12.23	12.60	12.98	13.36
Receptionist/Data Base Assistant / Administrative Assistant					
	Hourly: 13.59	14.00	14.42	14.85	15.30
	Bi-weekly: 1,019.34	1,049.92	1,081.42	1,113.86	1,147.28
	Per Annum: 26,502.91	27,298.00	28,116.94	28,960.45	29,829.26
Production and Facilities Coordinator					
	Hourly: 15.43	15.89	16.37	16.86	17.36
	Bi-weekly: 1,156.97	1,191.68	1,227.43	1,264.25	1,302.18
	Per Annum: 30,081.25	30,983.69	31,913.20	32,870.59	33,856.71
Bookkeeper/Campaign Coordinator/Donor Services Coordinator					
	Hourly: 16.20	16.68	17.18	17.70	18.23
	Bi-weekly: 1,214.71	1,251.15	1,288.68	1,327.34	1,367.16
	Per Annum: 31,582.36	32,529.83	33,505.73	34,510.90	35,546.23
Senior Campaign Coordinator					
	Hourly: 18.02	18.56	19.11	19.69	20.28
	Bi-weekly: 1,351.16	1,391.69	1,433.44	1,476.44	1,520.74
	Per Annum: 35,130.06	36,183.96	37,269.48	38,387.56	39,539.19
Data Analyst					
	Hourly: 18.83	19.40	19.98	20.58	21.20
	Bi-weekly: 1,412.49	1,454.86	1,498.51	1,543.46	1,589.77
	Per Annum: 36,724.70	37,826.44	38,961.23	40,130.07	41,333.97
Craft/Professional Designation Premiums:					
	Rainbow training premium	5% per annum			
	Printer 1 - Craft Premium:	\$25.00 bi-weekly			
	Bookkeeper - Professional Designation Premium:	\$25.00 bi-weekly \$50.00 bi-weekly \$75.00 bi-weekly			

**United Way of Winnipeg
CEP Local 191
Appendix A - Salary Ranges - APRIL 1, 2011**

Increase 2.5%

Position	Start	6 Months	12 Months	18 Months	24 Months	30
Materials clerk	Hourly: 9.55	9.84	10.13	10.44	10.75	
Audit Clerk	Hourly: 12.17	12.54	12.91	13.30	13.70	
Receptionist/Data Base Assistant / Administrative Assistant						
	Hourly: 13.93	14.35	14.78	15.22	15.68	
	Bi-weekly: 1,044.83	1,076.17	1,108.46	1,141.71	1,175.96	
	Per Annum: 27,165.49	27,980.45	28,819.87	29,684.46	30,575.00	
Production and Facilities Coordinator						
	Hourly: 15.81	16.29	16.77	17.28	17.80	
	Bi-weekly: 1,185.90	1,221.47	1,258.12	1,295.86	1,334.74	
	Per Annum: 30,833.28	31,758.28	32,711.03	33,692.36	34,703.13	
Bookkeeper/Campaign Coordinator/Donor Services Coordinator						
	Hourly: 16.60	17.10	17.61	18.14	18.68	
	Bi-weekly: 1,245.07	1,282.43	1,320.90	1,360.53	1,401.34	

	Per Annum:	32,371.92	33,343.08	34,343.37	35,373.67	36,434.88
Senior Campaign Coordinator						
	Hourly:	18.47	19.02	19.59	20.18	20.78
	Bi-weekly:	1,384.93	1,426.48	1,469.28	1,513.36	1,558.76
	Per Annum:	36,008.31	37,088.56	38,201.22	39,347.25	40,527.67
Data Analyst						
	Hourly:	19.30	19.88	20.48	21.09	21.73
	Bi-weekly:	1,447.80	1,491.23	1,535.97	1,582.05	1,629.51
	Per Annum:	37,642.81	38,772.10	39,935.26	41,133.32	42,367.32
Craft/Professional Designation Premiums:						
	Rainbow training premium					5% per annum
	Printer 1 - Craft Premium:					\$25.00 bi-weekly
	Bookkeeper - Professional Designation Premium:					\$25.00 bi-weekly \$50.00 bi-weekly \$75.00 bi-weekly