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IMPORTANT NOTICE

CEP LOCAL 1999

SOUTH WEST/CENTRAL & NORTH EAST

RE: EXCESS HOURS

This notice is to address the issue in regards to why the Local has not signed off on the applications to the Ministry for “Excess Hours” which the Company is seeking.

But first some history, it was the Local Executive that approached the Company in 2005 when the law changed. At that time, the Company told the Executive that an agreement wasn’t necessary as we didn’t fall under this change. We didn’t pursue it and employees continued to work past 48 hours.

In June of 2009, the Company’s position changed and said we do need an agreement signed in order for employees to work past 48 hours in a week.

In November 2009, a “Minutes of Agreement” in regards to Excess hours was discussed at our Executive/Stewards meetings and had the endorsement of your leaders to present this to the Company. (See attached – one for South West Central and the other for the North East) This agreement was produced in order to protect those members that do not want to work beyond 48 hours and to protect members in the event of layoff.

In December 2009, the “Minutes of Agreement” was sent to Lisa Walsh, Director of Human Resources which the Company has not agreed to sign off on and therefore that is the reason the Local has not signed off on the applications to the Ministry.

It was the Company’s decision recently to mandate employees not to work past 48 hours and to also to use their managerial rights to enforce overtime up to 48 hours.

Please contact your Executive Board Member or Steward in your area if you have any questions or concerns.

In Solidarity,
Cherie

Cherie Hunter
President, CEP Local 1999

MINUTES OF AGREEMENT
Between
RELIANCE COMFORT LIMITED PARTNERSHIP
And
COMMUNICATIONS, ENERGY & PAPERWORKERS UNION (CEPU)
LOCAL 1999 SOUTH-WEST & CENTRAL DISTRICTS

EXCESS HOURS AGREEMENT FOR EMPLOYMENT STANDARDS ACT
PERMITS

The Company and Union agree as follows:

1. Hours of Work and application of overtime will be administered as per the Collective Agreement.
2. The purpose of this Agreement is to satisfy the requirements of Bill 63 (amendments to Employment Standards Act, Ontario) and is not intended to alter or amend the terms of the existing Collective Agreement. In addition this Agreement is not intended to change any existing "Hours of Work" practices currently in place.
3. The Company will submit Applications to the Ministry of Labour for "Excess Hours" permits for all applicable locations and employee groups to:
 - a. Work in excess of eight (8) hours in a day up to a maximum of thirteen (13) hours;
 - b. Work in excess of forty-eight (48) hours in a week to a maximum of sixty (60) hours.
4. All overtime beyond forty-eight (48) hours in a week will be voluntary on the part of the individual employee.
5. If there are qualified employees on layoff at a location as per Art. 9.04, that location will not work in excess of forty-eight (48) hours in a week.

This Agreement commences on _____ and expires on _____

FOR THE UNION

FOR THE COMPANY

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