

MASTER OFFICE AGREEMENT – TRADE UNION OFFICES

Between:

**VANCOUVER & DISTRICT LABOUR COUNCIL
NEGOTIATING FOR EMPLOYERS AS LISTED**

And

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**



Term: January 1, 2011 to December 31, 2013

COLLECTIVE AGREEMENT

BETWEEN: VANCOUVER & DISTRICT LABOUR COUNCIL NEGOTIATING
for EMPLOYERS as LISTED

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

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Effective: January 1, 2011 to December 31, 2013

**BETWEEN: VANCOUVER & DISTRICT LABOUR COUNCIL NEGOTIATING
for EMPLOYERS as LISTED**
(hereinafter referred to as the "Employer")

Party of the First Part;

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
(hereinafter referred to as the "Union")

Party of the Second Part;

ARTICLE 1 — PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.
- 1.02** For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03** The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

- 2.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02** All members shall be required to use their Union Label.
- 2.03** The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union with the designation of Local 378 and shall remain the sole property of the Union.
- 2.04** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

- 2.05** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 2.06** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 2.07** During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE 3 — UNION SECURITY

- 3.01** The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 3.03** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 3.04** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Office Steward.
- 3.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

ARTICLE 4 — THE RIGHTS of the EMPLOYER

4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 18 and 19.

ARTICLE 5 — DEFINITION of EMPLOYEES

5.01 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first sixty (60) days of employment. After sixty (60) days employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first sixty (60) days of employment.

5.02 Regular

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

5.03 Regular Part-Time

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.
- b) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- c) Annual vacation entitlement shall be pro rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- d) Part-time employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

5.04 Temporary

- a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Section 5.04(b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy and Parental Leave) will attain regular status after three (3) months but the severance provisions of Article 14.05 and Article 17.05 will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Section 11.07.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

5.05 Casual

- a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Section 11.07.

5.06 The Employer or his Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 — UNION REPRESENTATION

6.01 The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.

- 6.03** The Employer shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position.
- 6.04** The Office Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06** Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.
- 6.07** Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

ARTICLE 7 — HOURS of WORK and OVERTIME

- 7.01 Regular Work Day**
A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.
- 7.02 Regular Work Week**
A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.
- 7.03** Hours of work as provided in Sections 1 and 2 may be varied subject to mutual agreement between the Employer and the Union.
NOTE: The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day fortnight or a four-day work week. Permission will not be unreasonably withheld.

- 7.04** The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the Parties.
- 7.05** A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and employee. *NOTE: The lunch period may be shortened by mutual agreement between the Employer and the Union, from one (1) hour but not less than one-half (½) hour.*
- 7.06** Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.
- 7.07** **Overtime Premiums**
All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 3, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro rated hourly rate.
- 7.08** All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro rated hourly rate.
- 7.09** All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular pro rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.10** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.
- 7.11** Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day's notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Section 7, shall be separate and apart from the above premium provisions.

7.12 Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.

7.13 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

7.14 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8 — STATUTORY HOLIDAYS

8.01 The Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Boxing Day
Christmas Day	British Columbia Day	<u>3rd Monday in February*</u>

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

* Should any government declare a statutory holiday in February then that holiday would replace the one noted above.

8.02 In the event any of the holidays enumerated in the foregoing Section I, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 9 — ANNUAL VACATIONS

- 9.01** a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

9.02 Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

9.03 For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

9.04

Years of Service	Vacation Days	Total Vacation Hours
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

- 9.05** Payment for vacation entitlements outlined in Section 3 above shall be:
- a) 21 and 22 days — eight (8%) percent of gross earnings or current wage rate, whichever is greater.
 - b) 23 to 27 days inclusive — ten (10%) percent of gross earnings or current wage rate, whichever is greater.
 - c) 28 days and over — twelve (12%) percent of gross earnings or current wage rate, whichever is greater.
- 9.06** On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.
- 9.07** Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:
 Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.
- 9.08** The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.
- 9.09 Past Service Credits**
 All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.
- 9.10** Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.
- 9.11** a) Effective January 1, 2004 all vacations must be taken within one (1) year of being earned.
 Requests to carry forward vacation for one additional year will not be unreasonably denied.

- b) Vacation accumulated prior to January 1, 2004 shall be paid or used by mutual agreement between the employee and the Employer.

ARTICLE 10 — LEAVE of ABSENCE

10.01 An employee may apply for, and where possible receive, up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.

An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position.

10.02 Bereavement Leave

In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to three (3) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

Employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

10.03 Pregnancy and Parental Leave

a) For the purpose of this Article, "spouse" includes common-law wife within the meaning of the Family Relations Act.

b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.

c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.

d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

e) Seniority shall accrue during pregnancy and parental leave.

10.04 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.05 Family Responsibility Leave

- a) In the case of illness/injury of an immediate family member (including same sex partner), the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.
- b) In the event of a serious illness or injury to a spouse (including same sex partner), dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank.

ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

11.01 Sick Leave:

- a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

11.02 Medical Plan:

A medical plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay the full premium cost for the employee's coverage under such a plan.

11.03 Wage Indemnity Plan:

The COPE Local 378 Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five (75%) percent of earnings when unable to work due to sickness or accident) shall be made available to all regular and regular part-time employees. The Employer shall pay the full premium cost for the employee's coverage under such plan. The Employer will continue to remit premiums for health and welfare benefits as required during periods on wage indemnity.

11.04 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Section 1, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

11.05 Dental Plan:

The COPE Local 378 prepaid Dental Plan shall be made available to regular and regular part-time employees desiring same. Premium costs for coverage under the COPE Plan shall be paid for by the Employer.

Effective January 1, 2011

- Coverage is: Part A — one hundred percent (100%)
- Part B — sixty percent (60%)
Porcelain caps/crowns (2.1% cost to Employer to Part B rates)
- Part C — sixty percent (60%) (Ortho coverage, with a \$3,000.00 lifetime limit)

11.06 Extended Health Benefit Plan:

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of five hundred dollars (\$500.00) every twenty-four (24) months, a hearing aid option of three hundred dollars (\$300.00), lifetime limit, and coverage of registered psychologist treatments, registered social worker or clinical counsellor up to two hundred dollars (\$200.00) every twelve (12) months. Premium costs shall be fully paid by the Employer.

Extended health care lifetime limit to be increased to \$1,000,000.00 effective August 19, 2008.

11.07 Pension Plan:

- a) Employer contributions to COPE 15 Pension Plan shall be
December 31, 2001 — ten and one quarter (10.25%) of salary
- b) Hours on which payment shall be based are as follows:
 - \$ Annual Vacation
 - \$ Straight time hours worked
 - \$ Statutory Holidays
 - \$ Banked overtime hours if taken in pay
 - \$ Straight time equivalent of overtime hours if not banked
 - \$ Paid Sick Leave
- c) Contributions shall be made for all employees who are not covered by Employer's existing pension plans.
- d) All employees hired after January 13th, 1982, shall be enrolled in the COPE Local 15 Pension Plan.
- e) The Employer shall make payment to the Trustees of the COPE Local 15 Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by the COPE.
- f) COPE Local 15 will send a copy of the annual statement of the Pension Plan to the President of the Vancouver & District Labour Council, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

11.08 Group Life Insurance:

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide sixty thousand dollars (\$60,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits to age seventy (70) years.

11.09 E.I. Premium Rebate:

The Employer agrees that five-twelfths (5/12ths) of the E.I. Premium Reduction will be paid back to the employee annually, where applicable.

11.10 Benefit Plan Coverage:

Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.

11.11 Long Term Disability:

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]). An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on his/her return.

11.12 Employee Assistance Program:

a) **Purpose**

The purpose of the Employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.

b) **Nature of Program**

The Employer shall provide an Employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.

c) **Participation**

All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the Employee Assistance Program.

d) **Funding**

All costs relating to the Employee Assistance Program shall be borne by the Employer.

ARTICLE 12 – WAGES

12.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

- 12.02**
- a) Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.
 - b) All job classification disputes which are not resolved may be referred to the Joint Advisory Committee prior to the arbitration procedure being brought into effect.

- 12.03** It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.
- 12.04** Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.
- 12.05** Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.
- 12.06** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 12.07** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (½) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Section 6 foregoing.
- 12.08** Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours' pay.
- 12.09** The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

ARTICLE 13 – SENIORITY

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.

- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Article 14, Section 5, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05** Regular part-time employees will be considered as regular employees and credited with seniority on a pro rated basis consistent with the period employed.
- 13.06** When on approved leave of absence on Union business under Article 6, Sections 6 & 7; sick leave and extended sick leave under Article 11, Sections 1 and 3, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10, Section I, will be credited with accumulative seniority as defined in Section 7.
- 13.07** Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
When on approved leave of absence on Union business under Article 6, Sections 6 and 7; sick leave and extended sick leave under Article 11, Sections 1 and 3, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10, Section 1, will be credited with accumulated seniority as defined in Section 7.
- 13.08** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 – PROMOTION, LAYOFF AND RECALL

14.01 The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions. Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting. Employees who are absent from their place of employment may make a preliminary application for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All employees applying for the job posting shall be notified, in writing, of receipt of their application and whether they have been successful in receiving the new job.

14.02 Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid on promotion shall be at the employee's length of service step with the Employer.

14.03 Layoff:

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs, as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

14.04 Notice of Lay-off:

All regular employees shall be given in writing the following notice of lay-off or salary in lieu of notice:

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites.)

The period of notice shall not coincide with an employee's annual vacation.

14.05 Any regular or regular part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twelve (12) weeks.

14.06 Recall:

Notice of recall to an employee who has been laid-off shall be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. An employee having to give notice to another Employer shall be deemed as having complied with this ten (10) day period.

14.07 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

14.08 Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

ARTICLE 15 – GENERAL

15.01 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

15.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

15.03 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Section 3 above.
Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

15.04 Jury Duty:

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6½) hours, shall be considered overtime and paid as such.

15.05 The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

15.06 It is agreed by the Parties that the Agreement will be prepared on an alternate basis.

15.07 Tuition Fees:

The Employer agrees to pay tuition fees for continuing education courses as follows:

- a) Employer initiated – 100% of course fees upon successful completion of course.
- b) Employee initiated – 50% of course fees upon successful completion.

Courses must be employment-related and approved, in writing, by the Employer in advance.

15.08 The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance, in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

15.09 An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be reasonably denied.

15.10 Upon request an employee shall be entitled to review his/her personnel file annually and in the event of a grievance. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

An employee shall have the right to have the Steward(s) or Business Representative of the Union present at any discussions with the Employer that the employee believes may be the basis of disciplinary action. Where the Employer intends to meet with an employee for disciplinary purposes, or impose discipline, they shall notify the employee, Steward and/or Business Representative.

15.11 Joint Labour Management Committee

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) which shall meet a minimum of three times per year, for the purpose of discussing and making recommendations to the Parties on issues relating to the workplace that affect the Parties or any employee bound by this agreement.

The Purpose of the JLMC is to promote the cooperative resolution of workplace issues as well as other related matters that may be referred to it by the Parties.

ARTICLE 16 – DISCHARGE AND TERMINATION

16.01 It is hereby agreed that the Employer has the right to discipline or discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge.

16.02 If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan benefits.

16.03 If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.04 An employee whose employment is terminated by the Employer, as set forth in Section I above, shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

- a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.
- b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
- c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

17.02 Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.

17.03 In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

17.04 A specified extension of the recall period, where recall is applied under Section 3 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Severance Pay:

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be two (2) weeks per year of service to a maximum of twenty-four (24) weeks total severance payable. Severance pay shall be payable to an employee immediately upon termination.

17.06 Off Premises Equipment:

The Employer agrees that no computer equipment shall be placed in an employee's residence.

ARTICLE 18 – GRIEVANCES

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

STEP 1: The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Office Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Business Representative of the Union, who will then take up the grievance as set forth in this Section. The employee may or may not be present as she or he may elect.

STEP 2: Any grievance must be filled within twenty-five (25) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

STEP 3: If no agreement can be reached on the grievance or dispute within ten (10) days from the date it was first presented by the Office Steward or Business Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

ARTICLE 19 – SINGLE ARBITRATOR

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to a Single Arbitrator as follows:

1. The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one of the Parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.

The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

4. Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 – HEALTH AND SAFETY

20.01 Eye Examinations and VDT Eyewear:

Employees who are required to work with Video Display Terminals on a regular basis shall be entitled to the following:

- (a) Eye examination by an Ophthalmologist/Optometrists of the employee's choice once per year.
- (b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.
- (c) Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses with a focal point of 18 to 24 inches for working at a VDT. The cost of these should also be covered by the Employer up to a maximum of \$200 every two years.

20.02 Pregnancy:

A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer. The employee shall be paid the appropriate rate of pay during such alternative employment. If alternate work is not available, the employee will be considered to be on leave of absence without pay until she qualifies for maternity leave of absence.

20.03 Office Equipment:

The Employer will attempt to supply reasonable and adequate office equipment (to include work stations) and will consult with the COPE employees prior to purchasing and introducing new or upgraded equipment for the office.

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard (to include VDT equipment for radiation emissions and screen clarity).

The Employer shall provide instruction in the safe and proper usage of all office equipment. The Employer shall ensure that employees operating VDTs continuously shall have a ten (10) minute change of duty in each hour of continuous operation.

ARTICLE 21 – DURATION

- 21.01** a) This Agreement will be in full force and effect on and after the 1st day of January, 2011, to and including the 31st day of December, 2013, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, 2013, or sixty (60) days prior to the 31st of December, in any year subsequent thereto.
- b) When such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.

21.02 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

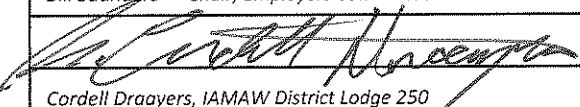

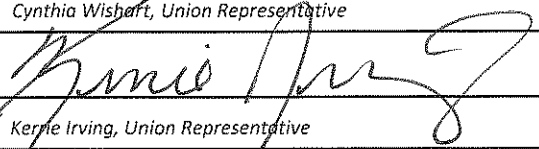
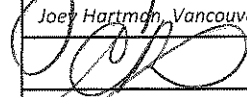


Signed at <u>Burnaby</u> , BC	This <u>6th.</u> Day of <u>July.</u>	, 2011
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SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

<i>Bill Saunders — Chair, Employers Committee</i>	<i>Andy Ross, President</i>
 <i>Cordell Draayers, IAMAW District Lodge 250</i>	<i>Cynthia Wishart, Union Representative</i>
 <i>Joey Hartman, Vancouver and District Labour Council</i>	 <i>Kerrie Irving, Union Representative</i>
 <i>Carolyn Rice, New Westminster and District Labour Council</i>	 <i>Janice Ford</i>
	 <i>Janet Trudell</i>

E&OE

TRADE UNION EMPLOYER NEGOTIATING COMMITTEE NEGOTIATING FOR:

Bakery & Confectionary Workers International Union of America, Local 468
Brewery, Winery & Distillery Workers Union, Local 300
BC Professional Fire Fighters' Association and BC Professional Fire Fighters' Burn Fund
Canadian Merchant Service Guild
Communications, Energy and Paperworkers Union of Canada, Local No. 76
Communications, Energy and Paperworkers Union of Canada, Local No. 601
Communications, Energy and Paperworkers Union of Canada, Local 525G
Capilano University Faculty Association
International Association of Machinists and Aerospace Workers, Transportation District Lodge No. 140
*International Association of Machinists and Aerospace Workers Northwest District Lodge 250
International Association of Machinists and Aerospace Workers, (Canadian Airways) Local Lodge No. 764
*International Brotherhood of Electrical Workers Joint Training Committee
*International Brotherhood of Electrical Workers, Local No. 213
International Brotherhood of Electrical Workers, Local No. 258
*International Brotherhood of Electrical Workers Union, Local No. 213 Welfare Plan
International Brotherhood of Electrical Workers, Local No. 1003
International Brotherhood of Electrical Workers, Local No. 993
International Longshoremen's and Warehousemen's Union, Local 400
New Westminster & District Labour Council
* College of Registered Psychiatric Nurses of BC
Union of Psychiatric Nurses
Vancouver Community College Faculty Association
Vancouver & District Labour Council

* These Employers are Parties to this Agreement except as amended by Letters of Understanding.

APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES

CATEGORY 1

Office Assistant

CATEGORY 2

Administrative Assistant 1

CATEGORY 3

Administrative Assistant 2

CATEGORY 4

Office Administrator

1. Regular part-time employees shall be subject to the regular employee wage progression scale.
2. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that COPE members are hourly employees.

Differentials

Training: A worker who, in addition to his/her normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to his/her regular salary, a training differential of five dollars (\$5.00) per day.

Supervisor: A worker who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of five dollars (\$5.00) per day.

APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2011		2.80%		
		START	6 MTH	12 MTH
CATEGORY 1:				
	Weekly	\$ 876.85	\$ 892.45	\$ 907.40
	Hourly	26.98	27.46	27.92
	Casual/Temporary	\$ 27.92		
CATEGORY 2:				
	Weekly	\$ 915.53	\$ 931.45	\$ 946.08
	Hourly	28.17	28.66	29.11
	Casual/Temporary	\$ 29.11		
CATEGORY 3:				
	Weekly	\$ 953.88	\$ 969.80	\$ 984.75
	Hourly	29.35	29.84	30.30
	Casual/Temporary	\$ 30.30		
CATEGORY 4:				
	Weekly	\$ 1,024.08	\$ 1,024.08	\$ 1,024.08
	Hourly	31.51	31.51	31.51
	Casual/Temporary	\$ 31.51		

APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2012				1.50%
		START	6 MTH	12 MTH
CATEGORY 1:				
	Weekly	\$ 890.18	\$ 906.10	\$ 921.05
	Hourly	\$ 27.39	\$ 27.88	\$ 28.34
	Casual/Temporary	\$ 28.34		
CATEGORY 2:				
	Weekly	\$ 929.26	\$ 945.43	\$ 960.38
	Hourly	\$ 28.60	\$ 29.09	\$ 29.55
	Casual/Temporary	\$ 29.55		
CATEGORY 3:				
	Weekly	\$ 968.50	\$ 984.43	\$ 999.70
	Hourly	\$ 29.80	\$ 30.29	\$ 30.76
	Casual/Temporary	\$ 30.76		
CATEGORY 4:				
	Weekly	\$ 1,039.68	\$ 1,039.68	\$ 1,039.68
	Hourly	\$ 31.99	\$ 31.99	\$ 31.99
	Casual/Temporary	\$ 31.99		

APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2013		1.60%		
		START	6 MTH	12 MTH
CATEGORY 1:				
	Weekly	\$ 904.48	\$ 920.73	\$ 936.00
	Hourly	\$ 27.83	\$ 28.33	\$ 28.80
	Casual/Temporary	\$ 28.80		
CATEGORY 2:				
	Weekly	\$ 944.45	\$ 960.70	\$ 975.98
	Hourly	\$ 29.06	\$ 29.56	\$ 30.03
	Casual/Temporary	\$ 30.03		
CATEGORY 3:				
	Weekly	\$ 984.10	\$ 1,000.35	\$ 1,015.95
	Hourly	\$ 30.28	\$ 30.78	\$ 31.26
	Casual/Temporary	\$ 31.26		
CATEGORY 4:				
	Weekly	\$ 1,056.58	\$ 1,056.58	\$ 1,056.58
	Hourly	\$ 32.51	\$ 32.51	\$ 32.51
	Casual/Temporary	\$ 32.51		

APPENDIX "B"

JOB DESCRIPTIONS

CATEGORY 1 - Office Assistant

Employees in this category are typically hired as casual employees to provide assistance from time to time for a specified purpose as outlined below. They work under direct supervision.

Superseded Job Titles may include: Clerk, Data Entry Clerk I

BASIC PURPOSE

- To assist with basic clerical support functions on an as and when needed basis.

DUTIES AND RESPONSIBILITIES

1. Performs a variety of basic clerical and support functions including answering telephones, stuffing envelopes, assisting with mail-outs, filing, and data entry as needed.

Note: Employees in this category are expected to perform data entry functions and may use spreadsheets for the data entry. They are not expected to perform word processing.

EQUIPMENT USED

- Photocopier, postage machine, folder, collator, fax, PC (for data entry), switchboard.

QUALIFICATIONS

- Grade 10 or six (6) months office experience.

CATEGORY 2 - Administrative Assistant 1

Employees in this category perform a variety of office functions with or without supervision. Employees may perform duties ranging from a basic to intermediate level in the use of office applications.

Superseded Job Titles may include: Clerk Stenographer, Data Entry Clerk II, Word Processing Operator I and II, Secretary, Assistant Bookkeeper, Data Control Clerk, Pension/Health and Welfare Benefits Agents I, Dispatcher.

BASIC PURPOSE

- To provide intermediate clerical and/or administrative support to the office.

DUTIES AND RESPONSIBILITIES

1. Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.
2. Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.
3. Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains membership records.
4. Maintains hour bank and contribution records for benefits and pension plans; calculates and enters pension benefits; receives, validates, batches and enters employer remittance reports into computer; responds to member and employer inquiries.
5. Provides job information to employers and union members regarding job vacancies, available candidates, and wage rates. Receives requests from employers, dispatches members to job sites, ensures member is in good standing, and maintains dispatch records.

EQUIPMENT USED

- Photocopier, postage machine, fax, personal or network computer, switchboard, scanner, printer, Dictaphone, shredder, adding machine/calculator, typewriter.

QUALIFICATIONS

- Grade 12 or equivalent and dependent on the position and the needs of the office.
- 6-12 months office experience and completion of a recognized secretarial program or successful completion of basic bookkeeping, or office systems, or word processing or formal data control training and one year experience related to any of the programs noted above.

CATEGORY 3 - Administrative Assistant 2

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, referring unusual problems/concerns to supervisor. May be required to act as a Confidential Secretary to one or more persons.

Superseded Job Titles may include: Computer Operator 1, Confidential Secretary, Office Administrator, Office Assistant, Bookkeeper, Research Assistant, Pension/Health and Welfare Benefits Agent II.

BASIC PURPOSE

- Provides a variety of high level administrative, general clerical, accounting/bookkeeping, and basic technical office systems support functions.

DUTIES AND RESPONSIBILITIES

1. Operates a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data; also graphics, basic desktop publishing and clipart methods for in-house or external printing.
2. Produces financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year end financial statements; prepares accounting statements and performs electronic banking. Monitors interest rates/investment income with bank and arranges for term deposits as directed.
3. Provides information, direction, support and answers enquiries on benefit and/or pension plan transactions; investigates complex claims and recommends settlement payments.
4. Maintains efficient use of software, hardware and other office equipment; maintains e-mail and voice mail systems; performs minor maintenance on office equipment; obtains quotes and makes recommendations on the purchase of new office equipment and arranges for training and provides technical assistance to others once new equipment is purchased. May be responsible for maintenance of website.
5. Ensures adequate stock of office stationary and supplies including maintaining inventory of same.
6. Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.
7. Performs searches using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by offices/business agents.

EQUIPMENT USED

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.

QUALIFICATIONS

Grade 12 or equivalent and three (3) years related experience or, depending on the position:

- successful completion of a recognized secretarial program and two (2) years related experience.

- successful completion of bookkeeping courses and two (2) years related experience.
- successful completion of office systems program and two (2) years related experience.
- successful completion of word processing courses and two (2) years related experience.
- successful completion of a certificate in computer systems plus two (2) years related experience.
- successful completion of related post secondary or trade union courses and two (2) years related experience.

CATEGORY 4 – Office Administrator

Employees in this category work independently and may be responsible for the smooth operation of the office.

Superseded Job Titles may include: Computer Operator, Desktop Publisher, Print Production Artist, General Assistant, Supervisor, Office Manager, Apprentice Plan Administrator.

BASIC PURPOSE

- To provide expert level administrative and/or supervisory work. This position may be responsible for the administration of the day to day workload and the work schedule of the office staff and may be responsible for the office staff.

DUTIES AND RESPONSIBILITIES

1. Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of employees; responsible for the allocation of work; organizing the office workflow and sets priorities of the workload.
2. May be required to provide an advanced level of administrative or technical support to any of the following: coordinating apprenticeship and journey person upgrading courses; responding to inquiries regarding apprenticeship programs and application processes; liaises with contractors and training coordinator to track progress; preparing and maintaining database to track work experience and technical training; informing employers/union/health and welfare plans of apprentice wage increases and other changes; and preparing reports for elected officials.
3. Assists Secretary-Treasurer with forecasting, budgeting and preparation of reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.
4. Calculates pension benefits using Family Relations Act and Pension Benefits Standard Act. Reviews court orders and separation agreements; calculates proportionate shares, provides actuary with information regarding retirement options; corresponds with members and former spouses; upon termination, retirement or death, reviews members' pension data and refers to pension assistant for processing; may provide

assistance to the payment clerk in setting up new retirees, produces cheques for transfer of pension monies; may assist pension assistant in checking calculation worksheets processing calculations.

5. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
6. Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw) to prepare digital camera-ready art for print reproduction.
7. Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.

EQUIPMENT USED

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, Dictaphone, shredder, adding machine/calculator, typewriter.

QUALIFICATIONS

Grade 12 or equivalent and four (4) years related experience or, depending on the position:

- successful completion of a diploma program in computer systems and one (1) year related experience.
- successful completion of desktop publishing courses and two (2) years related experience.
- successful completion of recognized accounting courses and two (2) years related experience.

APPENDIX "C"

HEALTH AND WELFARE/BENEFIT PLAN OFFICES – TASK LIST

CATEGORY 3

Clerk-Stenographer

Maintain enrolment records:

- set up file for new contributors.
- record changes of address/dependents/coverage on cards or enter into computer.
- advise carriers of changes.
- update information system regularly to remove inactive members.

CATEGORY 4

Steno-Bookkeeper

Perform any of the following:

1. Maintain hour bank and contribution records for benefits and pension plans.
 - receive, check, batch and enter Employer remittance reports into computer or post manually.
 - calculate pension benefits and enter into computer or ledger.
 - receive self-payments, check and enter into computer or ledger.
 - deposit funds received.
 - process reciprocal transfer or hours.
 - balance hour bank accounts.
 - prepare status reports on a regular basis.
2. Answer member enquiries/Employer enquiries.
 - provides information in regard to non-routine enquiries.
3. Validate claims for payment.
 - determine eligibility of claimant for benefits.
 - check receipts.
 - check calculations.
 - prepare payment documents.

APPENDIX "D"

OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES

LEVEL 1

- Photocopier – desk top
- Letter opener – electric
- Postage machine – meter
- Folder
- Collator – manual
- Addressograph

LEVEL 2

- Computer terminal and/or P.C. used for menu driven data entry
- Microfilm – reader/printer
- P.A.B.X. telephone
- Telex
- Gestetner
- Gestefax
- Photocopier – other than desk top
- Adding Machine
- Fax – stand alone

LEVEL 3

- Calculator
- Dictaphone
- Microfiche filmer
- Cheque Writer
- P.C. used for basic word processing
- Printer – access but not responsible for hard-copy

LEVEL 4

- Audiometric testing equipment
- P.C. used for intermediate word processing
- Periphery equipment

LETTER OF UNDERSTANDING No. 1

SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE

BETWEEN: **VANCOUVER AND DISTRICT LABOUR COUNCIL**
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

- (a) The COPE and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (ii) a reprisal, or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
 - (i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Section, (iii) herein.
 - (ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
 - (iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the twenty-five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.

- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

“Bill Saunders, Chair, Employers Committee”

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“Linda Karpowich, Business Representative”

“Charmaine Murray, Secretary Treasurer”

LETTER OF UNDERSTANDING No. 2

HOURS OF WORK

BETWEEN: **VANCOUVER AND DISTRICT LABOUR COUNCIL**
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: **Canadian Office and Professional Employees Union, Local 378**

- (a) Clauses 7.01 through 7.03 will be renewed. It is clearly understood that the COPE may pursue additional changes in existing hours of work pursuant to the "NOTE" under clause 7.03.
- (b) Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

“Bill Saunders, Chair, Employers Committee”

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“Linda Karpowich, Business Representative”

“Charmaine Murray, Secretary Treasurer”

LETTER OF UNDERSTANDING No. 3

PAY RATES ABOVE THOSE SPECIFIED IN ARTICLE A

BETWEEN: **VANCOUVER AND DISTRICT LABOUR COUNCIL**
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

The Parties agree that Employers who choose to exercise their option in accordance with Article 12.03 to pay rates above those specified in Appendix "A" will notify the Union by letter of the rates paid to their employees.

If it is the intention of the Employer to hire an employee whose duties fall outside the existing classifications contained in this Agreement, the Employer must notify the Union before hiring.

Original Signed: July 25, 2008

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

"Bill Saunders, Chair, Employers Committee"

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

"Linda Karpowich, Business Representative"

"Charmaine Murray, Secretary Treasurer"

LETTER OF UNDERSTANDING No. 4

EMPLOYEE AND FAMILY ASSISTANCE PLAN

BETWEEN: VANCOUVER AND DISTRICT LABOUR COUNCIL
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

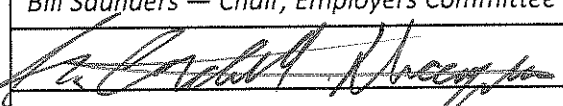
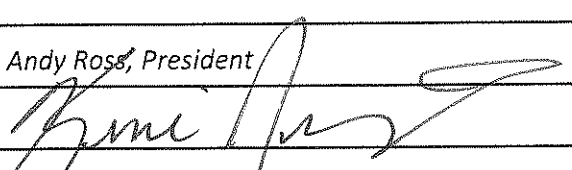
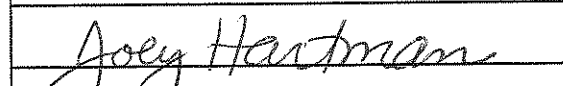
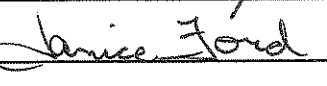
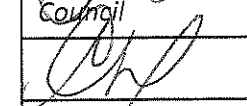

The parties agree that the Joint Labour Management Committee will interview and select an Employee and Family Assistance (EFAP) provider in order to meet the needs of employees and their families as outlined in Article 11.12 (a) (b) (c) and (d).

This selection will be completed within three (3) months of signing this Collective Agreement.

Signed at <u>Burnaby</u> , BC	This <u>6th.</u> Day of <u>July</u> , 2011
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>Bill Saunders — Chair, Employers Committee</i>	<i>Andy Ross, President</i>
 <i>Cordell Draayers, IMAW District Lodge 250</i>	 <i>Kerrie Irving, Union Representative</i>
 <i>Joey Hartman, Vancouver and District Labour Council</i>	 <i>Janice Ford</i>
 <i>Carolyn Rice, New Westminster and District Labour Council</i>	 <i>Janet Trudell</i>

LETTER OF UNDERSTANDING No. 5

HEALTH & WELFARE PLAN DESIGN AND PREMIUM COST

BETWEEN: VANCOUVER AND DISTRICT LABOUR COUNCIL
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

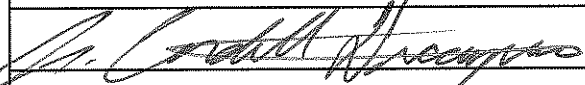
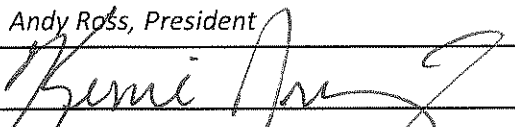

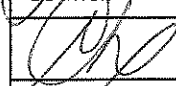
AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

The parties agree that the issue of Health & Welfare Plan design and premium cost is referred to the
Joint Labour Management Committee for discussion at its first meeting following the ratification of the
collective agreement.

Signed at <u>Burnaby</u> , BC	This <u>6th</u> Day of <u>July</u> , 2011
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>Bill Saunders — Chair, Employers Committee</i>	<i>Andy Ross, President</i>
 <i>Cordell Draayers, IAMAW District Lodge 250</i>	 <i>Kerrie Irving, Union Representative</i>
 <i>Joey Hartman, Vancouver and District Labour Council</i>	<i>Janice Ford</i>
 <i>Carolyn Rice, New Westminster and District Labour Council</i>	<i>Janet Trudell</i>

LETTER OF UNDERSTANDING No. 6

JOB SHARE

BETWEEN: **VANCOUVER AND DISTRICT LABOUR COUNCIL**
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: **CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

DEFINITION

Job share is defined as dividing all the functions of one regular position between two regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job shared with the approval of the Employer and the Union. The Employer is responsible for communicating the requirements of the job to both employees.

1. GENERAL

- (a) The Parties agree that all terms and conditions of the Collective Agreement that are in force and effect shall apply unless specifically altered herein.
- (b) Only regular employees are eligible to participate in job share arrangements unless otherwise mutually agreed by the Parties. This can include a regular employee hired to fill the balance of a job shared position.
- (c) A job share employee (other than a temporary employee as mutually agreed in 1(b) above), shall be classified as a regular part-time employee.
- (d) Overtime premiums will be paid to each job share partner who works longer than 6.5 hours in a day or 32.5 hours in a week. A job share partner may work additional hours for the Employer beyond their normal job share schedule at the appropriate rate for the work and at straight time pay up to 6.5 hours in a day or 32.5 hours in a week.
- (e) All job share employees must meet the qualifications of the position to be job shared.
- (f) The position identified for job share must be held by one of the current incumbent employees.
- (g) The regular position left vacant when two regular employees job share will be posted in accordance with the provisions of the Collective Agreement, except as outlined in the trial period in 3 (a) below.
- (h) Job share arrangements shall be cost neutral (*see Note) to the Employer.

- (i) Benefits, vacation and other length of service entitlements, seniority, statutory holidays and other perquisites shall be pro-rated.
- (j) Medical and other appointments will be scheduled on a job share employee's normal day off unless it is not possible such as a specialist appointment that cannot be rescheduled.

2. PROCEDURE

- (a) Regular employees wanting to job share may submit a proposal to their Employer for a job share arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed.
- (b) The Employer may also propose a job share arrangement, subject to agreement of the affected employees and Union.
- (c) Details which must be considered in the submission include:
 - 1. Which position will be job shared.
 - 2. Which functions within that job will be shared and which functions will be performed by only one partner.
 - 3. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
 - 4. Preferred work schedule of each partner and preferred start date.
 - 5. Other information required by the Employer.
- (d) For each job share arrangement, there must be a written understanding signed by each job share partner, the Employer and the Union.
- (e) Subject to operational efficiency, requests for job share shall not be unreasonably declined by the Employer.

3. TRIAL PERIOD

- (a) In order to allow the parties a reasonable time to test the suitability of the individual job share arrangement, a six (6) consecutive calendar month trial period will be in effect at the beginning of each job share arrangement. Any temporary vacancy that is created may be filled without posting for the six (6) month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- (b) During the trial period, the Employer, the Union or either job share partner may terminate the job share with a minimum of thirty (30) days written notice.
- (c) In the event that the job share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects. If there is no previous position for an employee to return, they shall be laid off and placed on the recall list.

4. JOB SHARE CONDITIONS

- (a) Full-time regular employees who enter a job share arrangement shall change their status to regular part-time and be paid the rate for the job shared position. In the case of a demotion, there will be no blue circle or red circle salary treatment as a direct result of job share.
- (b) A job share arrangement will not invoke the provisions of Article 17 (Technological, Procedural Change).

5. JOB SHARE PARTNER ABSENCE

- (a) Where an employee in a job share arrangement is temporarily absent from work for any reason, the Employer shall first offer the work to the remaining partner in the job share. In such instances, the extra hours worked, up to a maximum of 6.5 hours per day and 32.5 hours per week, will be paid at straight time rates.
- (b) The remaining partner will retain their status as a Regular part-time employee for the duration of the partner's absence. If the remaining partner declines to accept the extra hours the Employer may fill the vacancy with a Temporary employee.

6. FILLING A JOB SHARE VACANCY

In the event one of the partners leaves the job share and where the parties agree the job share should continue, the vacancy will be dealt with as follows:

- (a) If no suitable partner can be found, the remaining partner will have the option of filling the position on a full-time basis.
- (b) If the remaining partner declines the option, s/he will be placed directly onto the recall list and the full-time position will be posted.

7. TERMINATION OF A JOB SHARE ARRANGEMENT

- (a) Individual job share arrangements may be terminated by the Employer with a minimum of sixty (60) days' notice.
- (b) If the Employer terminates the job share arrangement, the job share partners will revert back to their previous positions and conditions of employment, and any other employee displaced as a result will have access to the provisions of Article 14.
- (c) If one partner voluntarily leaves, the remaining partner will have the option of filling the vacant portion of the position without posting. If the remaining partner declines the option of filling the full time position s/he will be placed directly onto the recall list and the full time position will be posted.

(d) If both job share partners agree to terminate the job share arrangement, the job share partners will revert to their previous positions and conditions of employment, and any other employee displaced as a result will be placed directly on the recall list without access to the provisions of Article 14.


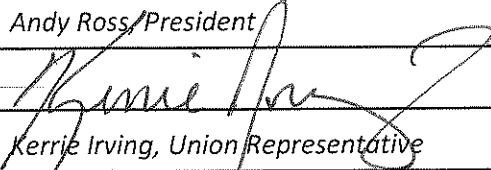
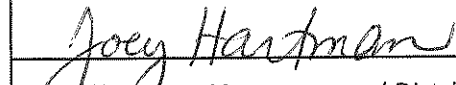
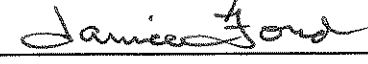
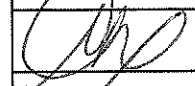

8. **DISCONTINUATION OF THIS JOB SHARE LETTER OF UNDERSTANDING**

Either party may discontinue this Letter of Understanding on notice to the other party, following which job share partnerships in the trial period will immediately be discontinued. Existing job share partnerships past the trial period will be grandparented.

Signed at <u>Burnaby</u> , BC	This <u>6th.</u> Day of	<u>July</u> , 2011
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

<i>Bill Saunders — Chair, Employers Committee</i>	<i>Andy Ross, President</i>
 <i>Cordell Draayers, IAMAW District Lodge 250</i>	 <i>Kerrie Irving, Union Representative</i>
 <i>Joey Hartman, Vancouver and District Labour Council</i>	 <i>Janice Ford</i>
 <i>Carolyn Rice, New Westminster and District Labour Council</i>	 <i>Janet Trudell</i>

N.B. THE EMPLOYER UNDERSTANDS, WITH THE EXCEPTION OF SECTION 7 (d) ABOVE, "COST NEUTRAL" MEANS THAT THERE WILL BE NO ADDITIONAL COST IN WAGES, BENEFITS OR OTHER COLLECTIVE AGREEMENT COSTS INCURRED UNDER THIS ARRANGEMENT.

E & OE

/as usw 2009