

**COLLECTIVE AGREEMENT**

Between

**D.A. TOWNLEY and ASSOCIATES LTD.**

And

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



**DATE: JANUARY 1, 2011 - DECEMBER 31, 2014**

## TABLE of CONTENTS

ARTICLE 1 — PURPOSE.....	4
ARTICLE 2 — BARGAINING UNIT and RECOGNITION .....	4
2.1 .....	4
2.2 .....	4
ARTICLE 3 — UNION SECURITY .....	4
3.1 .....	4
3.2 .....	4
3.3 .....	4
3.4 .....	5
ARTICLE 4 — THE RIGHTS of the EMPLOYER.....	5
4.1 .....	5
4.2 .....	5
ARTICLE 5 — DEFINITION of EMPLOYEES .....	5
5.1 .....	5
5.2 .....	5
5.3 .....	5
5.4 .....	5
5.5 .....	5
5.6 .....	6
ARTICLE 6 — UNION REPRESENTATION .....	6
6.1 .....	6
6.2 .....	6
6.3 .....	6
6.4 .....	6
6.5 .....	6
6.6 .....	6
ARTICLE 7 – HOURS of WORK and OVERTIME .....	7
7.1 .....	7
7.2 .....	7
7.3 .....	7
7.4 Overtime .....	7
7.5 .....	7
7.6 .....	7
7.7 .....	8
7.8 .....	8
7.9 .....	8
7.10 .....	8
ARTICLE 8 — STATUTORY HOLIDAYS and ANNUAL VACATIONS .....	9
8.1 .....	9
8.2 .....	9
8.3 .....	9
8.4 Vacations.....	9
8.5 .....	9
8.6 .....	10
8.7 .....	10
8.8 Vacation Pay Adjustment.....	11
8.9 .....	11

ARTICLE 9 — MEDICAL PLAN, SICK LEAVE, WEEKLY INDEMNITY and	11
LEAVE of ABSENCE.....	11
9.1 .....	11
9.2 Medical Plan .....	11
9.3 .....	11
9.4 .....	11
9.5 .....	11
9.6 Wage Indemnity and Group Insurance Plans.....	12
9.7 .....	12
9.8 .....	15
9.9 Compassionate Care Leave and Family Leave .....	15
9.10 .....	15
9.11 .....	15
9.12 .....	15
9.13 Pension Plan:.....	15
9.14 Long Term Disability: .....	16
9.15 .....	16
9.15 .....	16
ARTICLE 10 — GENERAL.....	16
10.1 .....	16
10.2 .....	16
10.3 .....	17
10.4 .....	17
10.5 .....	17
10.6 .....	17
10.7 .....	17
ARTICLE 11 — WAGES.....	17
11.1 .....	17
11.2 .....	17
11.3 .....	17
11.4 .....	18
11.5 .....	18
11.6 .....	18
11.7 Temporary Position Postings.....	18
ARTICLE 12 — SENIORITY .....	18
12.1 .....	18
12.2 .....	18
12.3 .....	19
12.4 .....	19
12.5 .....	19
12.6 .....	19
12.7 .....	19
12.8 .....	19
12.9 .....	19
12.10 .....	19
ARTICLE 13 – PROMOTION, LAYOFF, RECALL and SEVERANCE PAY .....	20
13.1 .....	20
13.2 .....	20
13.3 .....	20
13.4 .....	20

13.5 .....	21
13.6 .....	21
13.7 .....	21
13.8 .....	21
13.9 Salary Policy on Recall .....	21
13.10 Severance Pay.....	21
13.11 .....	22
ARTICLE 14 — DISCHARGE and TERMINATION.....	22
14.1 .....	22
14.2 .....	22
14.3 .....	22
ARTICLE 15 — GRIEVANCE PROCEDURE .....	22
15.1 .....	22
15.2 .....	23
15.3 .....	23
ARTICLE 16 — EXPEDITED GRIEVANCE PROCEDURE.....	23
ARTICLE 17 — ARBITRATION.....	24
17.1 .....	24
17.2 .....	24
17.3 .....	24
17.4 .....	25
17.5 .....	25
ARTICLE 18 — TECHNOLOGICAL or PROCEDURAL CHANGES.....	25
18.1 .....	25
18.2 .....	25
18.3 .....	25
18.4 .....	25
18.5 .....	25
18.6 .....	25
ARTICLE 19 — HARASSMENT.....	25
ARTICLE 20 — DURATION .....	28
20.1 .....	28
20.2 .....	28
APPENDIX "A" .....	29
JOB CLASSIFICATION AND SALARY RANGES.....	29
LETTER of UNDERSTANDING #1 .....	33
ARTICLE 9 - MATERNITY LEAVE .....	33
LETTER of UNDERSTANDING #2 .....	34
JOB DESCRIPTIONS .....	34
LETTER of UNDERSTANDING #3 .....	35
RE: Calculation of Sick Days, Float Days, and Vacation Days.....	35

**BETWEEN: D.A. TOWNLEY & ASSOCIATES LTD.**  
(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**

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 from time to time arise, and to promote the mutual interest of the Employer and its employees, to promote and maintain such conditions of employment, and in recognition whereof, the Parties hereto covenant and agree as follows:

## **ARTICLE 2 — BARGAINING UNIT and RECOGNITION**

### **2.1**

The Employer recognizes the Union as the sole bargaining authority for all office and technical employees employed by the Employer at 160 – 4400 Dominion Street, Burnaby, BC, except those employees excluded by the Labour Code of British Columbia or those employees excluded by mutual agreement between the parties.

### **2.2**

The Union will supply the Employer with a copy of the Collective Agreement in electronic format, which shall be in Microsoft Word and editable. The Employer will supply the Union in electronic format, which shall be in Microsoft Word and editable, any document generated by the Employer in the bilateral administration of the Collective Agreement.

## **ARTICLE 3 — UNION SECURITY**

### **3.1**

The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.

### **3.2**

The Employer agrees that when vacancies occur or new employees are required, the Union office will be notified. The Union shall endeavour to supply suitable competent office workers, it being strictly understood the Employer is under no obligation to hire candidates recommended by the Union other than to say all new employees must become members of the Union within thirty (30) calendar days of commencement of employment.

### **3.3**

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.

**3.4**

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 which such deductions were made.

**ARTICLE 4 — THE RIGHTS of the EMPLOYER**

**4.1**

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 15, 16 and 17.

**4.2**

The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer.

**ARTICLE 5 — DEFINITION of EMPLOYEES**

**5.1**

The Employer or his/her representative shall make known to the employee the duties the employee is expected to perform, and from whom the employees shall receive their instructions as to the policies and procedures of the establishment.

**5.2**

A regular employee is any person employed on a full-time or part-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.

**5.3**

Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular full-time employees, except as provided in this Section of the Agreement. Sick leave and vacations shall be figured on a pro rata basis consistent with the time regularly employed each week. Regular part-time employees shall not be construed to mean temporary employees.

**5.4**

A temporary employee is an employee so informed by the Employer at the start of employment as such. The Employer, at the start of employment, must notify the Union. After ninety (90) days of employment and if the employee has worked the day preceding and the day following a statutory holiday as set out in Article 8.1, excluding the two (2) floating holidays, the temporary employee shall be paid for such a statutory holiday. Following ninety (90) days of temporary employment, an employee shall be considered to be a regular employee and shall be entitled to all benefits of the Contract from date of employment.

**5.5**

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. Casual employees shall not have seniority and may be terminated at any time if, in the opinion of the Employer, the casual employee is not suitable for continued employment. Casual employees shall not be entitled to any benefit under this Agreement unless specifically stated otherwise.

## 5.6

All new employees, except casual employees, will be considered probationary for the first ninety (90) days of employment, with the exception of employees hired to work in Data Entry, who shall be probationary for the first one hundred and twenty (120) days of employment. After ninety/one hundred and twenty (90/120) days employment, an employee will become regular. During the probationary period an employee shall be terminated if, in the opinion of the Employer, that employee is not suitable for continued employment. The probationary periods referred to above may be extended with the mutual agreement of the parties to this Agreement. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first ninety/one hundred and twenty (90/120) days of employment.

## ARTICLE 6 — UNION REPRESENTATION

### 6.1

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.

### 6.2

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.

### 6.3

The Union shall advise the Employer in writing of the Office Steward(s) elected or appointed by the Union, and upon receipt of such written advice the Employer shall recognize the Office Steward(s) and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position.

### 6.4

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.

### 6.5

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.

### 6.6

Leave of absence may be requested by an employee for the purpose of attending Union conventions, seminars or Union business. Such leave will be granted without pay by the Employer, subject to operational requirements. In order to facilitate the administration of

this provision, employees on leave of absence under this provision shall continue to be paid by the Employer while on such leave, and the Union shall be invoiced for the amount so paid, and such invoice shall be payable within sixty (60) days of the date of the invoice.

## **ARTICLE 7 – HOURS of WORK and OVERTIME**

### **7.1**

The core business hours will be 7:30 AM to 4:30 PM Monday through Friday. Reception will be open at all times during core business hours. Each work group will arrange its work schedule to ensure that sufficient staff is on hand to handle telephone and drop-in service requests during core business hours. All staff are required to work a 34 hour work week. Individual staff schedules must be approved by the Employer in writing. All current staff schedules will continue for the term of the Collective Agreement unless otherwise mutually agreed between the Employer and the employee.

Time off for vacation, sick days, and float days will be measured in hours. Hours will be based on 8.5 hours per day.

The current hours of work (four days per week eight and half hours per day) for each department will continue for the term of the Collective Agreement unless otherwise mutually agreed between the Parties.

### **7.2**

A one-half (½) 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.

### **7.3**

Two relief periods per day, of fifteen (15) minutes each, one in the morning and one in the afternoon, shall be taken without loss of pay.

### **7.4 Overtime**

All time worked before or after the regularly established working day shall be considered as overtime, and paid for at the rate of two hundred percent (200%) of the employees prorated hourly rate. All overtime work must be authorized by the employee's immediate supervisor in advance.

### **7.5**

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 percent (200%) of the employees prorated hourly rate.

### **7.6**

All employees requested to work overtime beyond the regular work day, shall be allowed a one (1) hour paid meal period at the regular prorated 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.



**7.7**

An employee called back to work after completing a regular days work, or from a regular day off, or from vacation, shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater, plus travel time to and from his/her residence.

**7.8**

Overtime shall be on a voluntary basis and, administered in accordance with the Employer's overtime policy dated June 2009 for the term of the Collective Agreement.

**7.9**

An employee who has earned overtime pursuant to the foregoing Sections 7.5, 7.6 and 7.7 shall elect to be compensated in the following manner:

- a) Premium pay as provided in the foregoing Sections 7.5, 7.6 and 7.7, whichever is applicable,  
OR
- b) Time off in lieu of overtime on the basis of two (2) hours off for every hour of overtime worked;  
OR
- c) One (1) hour off for each hour of overtime worked, plus straight time pay for the additional time owing.
- d) Time off banked under 7.9(b) or 7.9(c) to be taken at a mutually agreeable time between the Employer and the employee.
- e) Time off banked pursuant to (b) or (c) above must be taken by December 31 of the year in which the time was banked, or it will be paid out on the last payroll of the calendar year. Such pay outs shall be at the rate of pay in effect when the overtime was banked.

**7.10**

Time off with pay under the sick leave plan, shall be considered as time worked for the purpose of computing overtime pay.

## ARTICLE 8 — STATUTORY HOLIDAYS and ANNUAL VACATIONS

### 8.1

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

New Years Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Boxing Day
Christmas Day	Two Floating Days	BC Day
<u>Family Day</u>		

and any other day that may be stated a legal holiday by the Provincial, Civic, and/or Federal Government. The Employer further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, 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. The day(s) given will be determined by the Employer.

### 8.2

The aforementioned floating holidays shall guarantee fourteen (14) Statutory Holidays and may be taken on the employees' birthday or days of their choice as mutually agreeable between the Employer and employees.

### 8.3

In the event any of the holidays enumerated in the foregoing Section 1 occur during the period of an employees vacation, an additional days vacation with pay shall be allowed for each holiday so occurring.

### 8.4 Vacations

All regular full-time employees shall be entitled to five (5) working days vacation after six (6) months continuous service, should they so desire, this vacation period being deducted from the employees first year vacation entitlement. Any such vacation period must be taken at a time mutually agreed with the Employer.

### 8.5

All regular full-time employees, shall be entitled to sixteen (16) working days vacation upon completion of one (1) years service:

- a) seventeen (17) working days vacation upon completion of two (2) years of employment.
- b) eighteen (18) working days vacation upon completion of three (3) years of employment.
- c) nineteen (19) working days vacation upon completion of four (4) years of employment.

- d) twenty-one (21) working days vacation upon completion of five (5) years of employment, and one (1) additional days vacation for each years service thereafter, up to a maximum of thirty (30) days vacation.

## 8.6

Payment for vacation entitlements outlined in Section 5 above shall be:

- (a) for vacation entitlements of up to fifteen (15) to eighteen (18) days (based on 7.5 hours per day) — six (6%) percent of gross earnings or current wage rate, whichever is greater.
- (b) nineteen (19) to twenty-three (23) days (based on 7.5 hours per day) inclusive — eight (8%) percent of gross earnings or current wage rate, whichever is greater.
- (c) twenty-four (24) days (based on 7.5 hours per day) and over — ten (10%) percent of gross earnings or current wage rate, whichever is greater.

All part-time employees will receive entitlement as outlined in Sections 4, 5 and 6 of this Article on a pro rata basis consistent with the time regularly employed.

Temporary employees shall receive vacation pay at a rate of six percent (6%) of gross earnings and vacation time off may be permitted with the mutual agreement of the Employer and the employee, provided that the employee has earned sufficient vacation pay to cover the amount of paid time off. Casual employees shall receive six percent (6%) vacation pay on each pay cheque.

## 8.7

Employees become entitled to an annual vacation on the conclusion of each working year (i.e. the employee's anniversary date). Vacations shall be scheduled in accordance with the following paragraphs:

A vacation sign-up sheet shall be posted during the period from January 1<sup>st</sup> to January 30<sup>th</sup> for vacations to be taken the twelve (12) month period commencing on February 1. In order of seniority employees shall be given preference in the selection of vacation periods. Vacations must be taken in the year of entitlement. Initially, employees may sign up for a maximum of three (3) weeks available vacation time, in full week blocks which must be consecutive, in accordance with their seniority. This process will be repeated with employees being able to sign up, in order of seniority, for an additional vacation period during each round until all employees have signed up for their full entitlement. Partial weeks or individual days of vacation cannot be scheduled until all employees have had an opportunity to schedule their full weeks of vacation entitlement.

If an employee requests, in writing, a block of vacation time in excess of three (3) consecutive weeks, such request will not be unreasonably refused. Such requests must be made at the time the vacation is initially scheduled. The Employer will provide a decision on the request after all employees have scheduled their full vacation entitlements.

An employee may not use their seniority to displace a junior employee who signed up during the sign-up period in accordance with the previous paragraph.

In special circumstances some vacation carry over may be allowed provided the employee receives written approval from the Employer at the time the annual vacation is scheduled.

**8.8 Vacation Pay Adjustment**

Where an employee is absent due to illness or injury, or on unpaid leave of absence, for a period of twenty (20) or more consecutive work days, vacation entitlement for the vacation year ending in the following calendar year shall be reduced on a pro-rata basis.

**8.9**

Employees whose employment terminates shall be paid out for any unused vacation entitlement and bank time they have earned up until the date of termination.

**ARTICLE 9 — MEDICAL PLAN, SICK LEAVE, WEEKLY INDEMNITY and LEAVE of ABSENCE**

**9.1**

The Employer agrees to provide the following health and welfare benefits, and pension, to all regular employees who have completed three (3) months of continuous employment with the Employer. Benefit coverage shall commence on the first day of the month following the completion of the three (3) month waiting period. Where applicable, benefit coverage shall include eligible spouses (including common law) and dependants.

The implementation of this provision will not result in any regular employee hired prior to the date of ratification being required to complete more than three (3) months of continuous employment in order to qualify for benefits.

**9.2 Medical Plan**

The Employer agrees to provide a medical plan under the Medical Services Plan for British Columbia, which will allow coverage for the employee and his/her family members, premium costs to be paid one hundred (100%) percent by Employer.

**9.3**

The Employer will allow one (1) working day per month sick leave with full pay to all full-time employees covered by this Agreement.

**9.4**

Five (5) accumulated sick days (up to thirty seven and one-half (37.5) hours) per year may be added to the yearly vacations, such days must be taken within the next vacation year. Seventy-five percent (75%) of each employees unused balance of sick days to be paid in cash, or at the employee's option paid into the employee's RRSP or pension at end of each year. The Employer shall endeavour to make such payment no later than February 28 of the following year, provided that the employee gives the Employer sufficient notice of their option for payment.

**9.5**

Regular employees shall be granted sick leave of absence up to the period when the employee qualifies for weekly indemnity. During the period of qualifying for weekly indemnity and prior to the approval of the claim, the Employer shall continue to advance the employee their regular weekly salary until approval of the claim. The employee agrees to repay the advance in bi-weekly instalments upon return to work.

## 9.6 Wage Indemnity and Group Insurance Plans

The Wage Indemnity shall be a 1-1-5-26 Plan providing seventy-five percent (75%) of weekly wages for time lost due to illness or accident. The Group Insurance Plan shall provide two (2) times annual salary in the case of death, and two (2) times annual salary in the case of accidental death or dismemberment. Premium costs for the above Plans shall be paid one hundred percent (100%) by the Employer.

## 9.7

Leave of absence in case of *Pregnancy and Parental Leave*, shall be granted in accordance with the current provisions of the "Employment Standards Act of BC" **as set** out in this Article 9.7 below. Such leave will not affect sick leave entitlements or seniority.

### Pregnancy Leave

- 50 (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
- (a) beginning
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must
- (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

- (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

### **Parental Leave**

- 51** (1) An employee who requests parental leave under this section is entitled to:
- (a) for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
  - (b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - (c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - (d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

### **Duties of Employer**

- 54** (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.

- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
  - (a) terminate employment, or
  - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
  - (a) in the position the employee held before taking leave under this Part, or
  - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

#### Employment deemed continuous while employee on leave or jury duty

- 56**
- (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of
    - (a) calculating annual vacation entitlement and entitlement under sections 63 and 64, and
    - (b) any pension, medical or other plan beneficial to the employee.
  - (2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
    - (a) if the employer pays the total cost of the plan;
    - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
  - (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
  - (4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.

**9.8**

In cases of death in the immediate family, ie: spouse (including common-law), son, daughter, step son, step daughter, father, mother, step father, step mother, sister or brother, an employee shall be granted five (5) working days leave of absence with full pay. In cases of death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchild, an employee shall be granted two (2) 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.

**9.9 Compassionate Care Leave and Family Leave**

An employee is entitled to up to eight (8) weeks unpaid Compassionate Care Leave to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks if they meet conditions as established in accordance with the provisions of Section 52.1 of the *Employment Standards Act of British Columbia*.

In accordance with the provisions of Section 52 of the *Employment Standards Act of British Columbia*, an employee is entitled up to 5 days of unpaid leave during the employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care, health of any other member of the employee's immediate family.

**9.10**

Any employee may apply for, and the Employer may approve up to six (6) months leave of absence without pay for reasons other than sick leave. Permission for such leave must be obtained from the Employer, in writing. In considering applications for leave of absence under this clause, the Employer shall consider operational requirements.

**9.11**

The Employer agrees to provide a dental coverage of 80% Plan "A", and 80% Plan "B", and Orthodontia lifetime maximum payable to \$2,000.00. The premium costs to be paid one hundred (100%) percent by Employer.

**9.12**

The Employer agrees to provide an Extended Health Benefit Plan at no cost to the employees.

Each paramedical services covered in the Benefit booklet will be covered on the following basis: \$500 for each paramedical services listed in the Benefit Booklet.

The cost of eye examinations to be a maximum amount of \$85 in each twenty-four (24) months.

**9.13 Pension Plan:**

The Employer agrees to participate in the Local 15 Canadian Office and Professional Employees Union Pension Trust Fund or its successor, on an hours worked contribution of six percent (6%) of gross earnings. The Employer shall pay a sum of two percent (2%) of gross earnings into a group RRSP in addition to the current pension. Each employee for



whom the Employer makes contributions to the group RRSP will be required to contribute an equal amount to said group RRSP. Gross earnings shall mean the employees base rate of pay including pay for statutory holidays, annual vacations, sick leave paid by the Employer, and other leaves paid by the Employer.

**9.14 Long Term Disability:**

A Long Term Disability Plan fully paid by the employees provides sixty-six and two-thirds percent (66.67%) of monthly earnings up to three thousand dollars (\$3,000) plus fifty percent (50%) of any monthly earnings in excess of three thousand dollars (\$3000) to a maximum of six thousand dollars (\$6,000.00).

**9.15**

A Health Spending trust account set up by the Employer will be established to reimburse employees outlined in Section 9.10 and 9.11. The Employer shall contribute seven hundred and fifty dollars (\$750.00) at the start of each calendar year for each employee. The Employer shall carry over any unused funds from a calendar year's contribution to the next calendar year. New employees commencing after January 1, will be reimbursed on a pro rated basis during that calendar year. Receipts must be submitted to claim reimbursement. Health Spending Account will be administered in accordance with the regulations of Canada Revenue Agency.

**9.15**

Medical Appointments: Employees will make every reasonable effort to schedule medical appointments outside regular working hours.

In the event any medical appointment cannot be scheduled outside regular working hours, employees will have the following options.

1. Make up the lost time within two (2) weeks. Such make up time will be paid at straight time regardless of when it is worked, including outside of regular working hours; or
2. Use paid sick leave time; or
3. Take unpaid leave.

**ARTICLE 10 — GENERAL**

**10.1**

Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

**10.2**

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.

**10.3**

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

**10.4**

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service, 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 and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime, and paid as such.

**10.5**

The Union agrees that, in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

**10.6**

It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.

**10.7**

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

**ARTICLE 11 — WAGES**

**11.1**

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

**11.2**

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 an employee which may be in dispute, it may be submitted to the Arbitration procedure, as defined in Article 16 of this Agreement.

**11.3**

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.

**11.4**

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 appointments to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

**11.5**

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, ie: each day, each week or each month, the higher rate of pay shall apply.

**11.6**

Any temporary or casual employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.

**11.7 Temporary Position Postings**

When the Employer creates a temporary position or a temporary vacancy is caused by the absence of an employee, and the Employer expects the term of the temporary position or vacancy to be for sixty (60) calendar days or more, the Employer shall post the temporary position. The Employer shall fill such temporary job vacancies from within the bargaining unit before hiring or contracting new temporary employees, providing that employees from within the bargaining unit are available and posses the necessary qualifications to perform the vacant temporary position.

Where the vacancy is caused due to illness, injury, or other reasons that may not initially appear to qualify for posting, the Employer will post such vacancies when they are notified that the vacancy will be for sixty (60) days or more.

**ARTICLE 12 — SENIORITY**

**12.1**

Newly-hired regular and temporary employees shall be considered probationary for a period of ninety/one hundred and twenty (90/120) days from the date of hiring, in accordance with Article 5.6 of this Collective Agreement.

**12.2**

Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employees seniority shall be effective from the original date of employment.

**12.3**

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.

**12.4**

Except as otherwise provided in this Agreement, an employee who leaves the Union and subsequently returns, will be considered a new employee from the date of rejoining the Union for purposes of seniority credit.

**12.5**

An employee laid off and placed on the recall list under Article 13, Section 5, will be credited with unbroken seniority upon recall within the recall period.

**12.6**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer.

**12.7**

Regular part-time employees will be considered as regular employees and credited with seniority for the calendar period employed, except as provided in Article 5, Section 2.

**12.8**

Approved leave of absence on Union business under Article 6, Section 6, sick leave and extended sick leave under Article 9, Sections 2 and 4, will not affect seniority, and an employee on such leave will continue to accrue seniority. Employees granted extended leave of absence under Article 9, Section 8 will be credited with accumulative seniority as defined in Section 9, below.

**12.9**

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

**12.10**

An employee will lose all seniority, and will be deemed to be terminated when he:

- i. voluntarily terminates his /her employment, or retires;
- ii. is discharged by the Employer and not reinstated;
- iii. is laid off and is not recalled within the time specified in Section 13.6 of this Agreement below for the retention of recall rights;
- iv. is sent notice of a recall from lay-off and fails to report for duty or to give satisfactory reasons for not reporting within five (5) days after receiving such notice;
- v. is absent for three (3) consecutive days without notifying the Employer at the Employer's earliest opportunity (extenuating circumstances may be exempted).

## ARTICLE 13 – PROMOTION, LAYOFF, RECALL and SEVERANCE PAY

### 13.1

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.

In the event of a job vacancy, the following will apply.

1. The vacancy will be posted for five (5) workdays.
2. Such a posting shall be made as required by Section 13.1 of the Collective Agreement.
3. A copy of the posting will be provided to the local union representative at the time the job vacancy is posted.
4. The posting will include the following:
  - a) Classification and salary;
  - b) Summary of job tasks;
  - c) Necessary qualifications;
  - d) Commencement date.

The Employer shall consider employees who are absent from work at the time of posting provided such employees have submitted an application prior to their absence indicating the job(s) they would be interested in filling.

The Employer will post the name of the successful candidate for a minimum of five (5) working days.

### 13.2

Promotions shall be made on the basis of seniority, ability and experience. In the event two or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Upon promotion, an employees salary will be at a step in the higher salary range which will ensure a minimum of fifty dollars (\$50.00) per month increase.

### 13.3

An employee who moves to another position, shall be **in a** qualifying period for the first sixty (60) days actually worked in the new position. If, during the first sixty (60) days actually worked in the new position, the employee is considered to be unsuitable for the position or if the employee considers the position unsuitable for him/her he/she shall be returned to his/her former position or one of equal rank. If the employee in question was formerly a temporary employee, and the temporary position is no longer available, the employee shall be terminated.

### 13.4

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 labour grade with

the least seniority in such classification, providing they have the ability 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.

**13.5**

All regular (ie: permanent) employees, shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.

**13.6**

Any regular full-time or 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.

**13.7**

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 employees control shall not lose such rights thereby. It is the employee's responsibility to keep the Employer informed of their current address, phone number and any other necessary contact information such as email address.

**13.8**

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.

**13.9 Salary Policy on Recall**

- (a) Employees recalled to their former position or to a position having the same salary range, shall receive their former salary plus any salary increments they would have become entitled to had they not been on layoff.
- (b) Employees recalled to a position in a salary range which is lower than for their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. In such cases, they shall be paid the maximum rate for the lower position.

**13.10 Severance Pay**

In the event of automation or changes in administrative procedures which result in an employees position becoming redundant, it is agreed such employee shall be paid severance pay providing he/she has six (6) months or more of service with the Employer. The amount of severance pay shall be two (2) weeks at current salary for each year of service to a maximum of fourteen (14) weeks.

Employees with twenty (20) or more years of service, shall have their severance pay maximum of fourteen (14) weeks increased by one (1) weeks pay per year of service in excess of twenty (20) years service.

**13.11**

The Employer will provide benefits coverage for the same amount of time as is covered by the severance pay (per Article 13, Section 10). The benefits will be:

Medical Services Plan, EHB, Dental and Group Life. These benefits would commence at the first of the month following the termination date and rounded up or down to provide even months of coverage (ie: if coverage by severance is less than one-half (½) of a month, rounded down). This provision is subject to the approval of the appropriate benefit insurer(s).

**ARTICLE 14 — DISCHARGE and TERMINATION**

**14.1**

It is hereby agreed that the Employer has the right to discharge for just cause and notice, or pay in lieu of notice may be forfeited in the event of such discharge at the Employers option. The Employer will inform the Union of the reasons for such discharge at the time of discharge.

**14.2**

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, re-instated 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, or shall receive such other remedy as awarded by the Board of Arbitration or mutually agreed to by the Union and the Employer.

**14.3**

An employee whose employment is terminated by the Employer, as set forth in clause Section 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

**ARTICLE 15 — GRIEVANCE PROCEDURE**

**15.1**

All differences between the Employer and the Union, or between the Employer and an employee, or employees bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, shall be settled in accordance with the following procedure. If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1. If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

**STEP 1:**

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within five (5) working days of the happening of the events giving rise to the grievance. The employee may be accompanied by an Office Steward.

**STEP 2:**

If the grievance is not satisfactorily settled at Step 1 within ten (10) working days of the date it was presented to the supervisor in Step 1 the employee and Office Steward shall submit the grievance, in writing, to the personnel representative as designated by the Employer within the next five (5) working days. The grievance shall set out the nature of the grievance, the applicable provisions of the Collective Agreement and any remedies being sought. The Employer's representative shall reply to the grievance in writing within ten (10) working days of it being received at this Step 2.

**STEP 3:**

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next five (5) working days to the Business Representative of the Union, and the Manager of the Employer. Failing settlement within a further twenty (20) working days of receipt of notice, unless an extension is mutually agreed to, the dispute may be referred to arbitration as set forth in Article 16. In the event a grievance is initiated by the Employer or the Union, the party initiating the grievance shall notify the other party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the events alleged to have given rise to the grievance unless the parties agree to an extension of time. Failing settlement within twenty (20) working days of receipt of notice, unless an extension is mutually agreed to, the dispute may be referred to arbitration as set forth in Article 17.

**15.2**

Copies of Documents: Employees shall be given a copy of all documents placed in their file that might form the basis of disciplinary action. After twenty-four (24) months from the date of issue, such document(s) shall be removed from the employee(s) file provided that a further infraction has not occurred during that twenty four (24) month period.

**15.3**

Any grievance concerning the suspension or dismissal of an employee may be filed directly at Step Three within five (5) days of the date of said suspension or dismissal.

**ARTICLE 16 — EXPEDITED GRIEVANCE PROCEDURE**

In addition to Article 15, or as an alternative to Articles 15 and 17, the following may apply:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement \_\_\_\_\_, or a substitute agreed to by the parties, shall at the request of either party;

- (a) investigate the difference;
- (b) define the issue in the difference; and



- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

Under this procedure, the Union will be represented by an Office Steward(s).

The Employer will be represented by a management staff member(s).

It is understood and agreed by the parties that any written recommendations made under this Article by the Mediator/Arbitrator may be made final and binding upon them by mutual agreement. Such final and binding recommendations will be without prejudice or precedent to the parties in any future proceedings and will not be referred to by either party except in the implementation of the recommendations.

## **ARTICLE 17 — ARBITRATION**

### **17.1**

If a grievance is not settled pursuant to Article 15, it may be referred to a single Arbitrator in accordance with the following procedures:

The party desiring arbitration under this Article will notify the other party in writing, in accordance with Article 15.

The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice, the parties shall choose one (1) of the arbitrators from the list defined in (c) below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within the time limits specified below.

For the duration of this Agreement the list of Arbitrators shall be:

Dave McPhillips  
Rod Germaine  
Dalton Larson

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the collective agreement, or, by mutual agreement at any time during the collective agreement.

### **17.2**

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make the award within sixty (60) days of the appointment, unless the time is extended by agreement of the Parties. The Arbitrator shall deliver the decision, in writing, to each of the parties. It shall be final and binding on the Parties and shall be carried out forthwith.

### **17.3**

Each party shall pay their own costs and expenses of the Arbitration, and one-half (½) the remuneration and /or expenses of the Arbitrator.

**17.4**

The issue(s) raised in the written grievance and the written replies thereto shall be presented to the Arbitrator and his/her award shall be confined to such issue(s).

**17.5**

In no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

**ARTICLE 18 — TECHNOLOGICAL or PROCEDURAL CHANGES**

**18.1**

The Employer will provide the Union with three (3) months notice of intention to introduce automation, equipment or procedures, which might result in displacement or reduction of personnel or in changes of job classification.

**18.2**

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 and or outside agency without loss of pay to the affected employees.

**18.3**

In cases where employees are not trainable for available positions, or where other positions with the Employer are not available, the employees may elect for termination of employment, or may elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits which the employee has accrued during employment at the end of the recall period, or at such earlier time as the employee may elect.

**18.4**

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.

**18.5**

The Employer agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

**18.6**

In event future methods or equipment become necessary, and the classifications contained in this Agreement are not applicable, the Employer and the Union will review and establish such new classifications as may be required.

**ARTICLE 19 — HARASSMENT**

**DISCRIMINATION/HARASSMENT PROHIBITED**

The Employer and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, age, marital status, family status, sex, sexual orientation or physical or mental disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes

demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

## **DEFINITIONS OF HARASSMENT AND SEXUAL HARASSMENT**

"Harassment" means repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating. "Harassment" does not include legitimate discussions, including those of a disciplinary nature, between management and employees that are necessary for the Employer's operations.

Examples of harassment could include but are not limited to:

- derogatory or demeaning comments, jokes, slurs;
- derogatory or demeaning posters, pictures, cartoons, graffiti, drawings;
- innuendoes, taunting, bullying, belittling or ostracizing an employee;
- undermining a person's dignity by causing embarrassment, humiliation discomfort or offence;
- practical jokes which cause awkwardness, compromise a person's safety or negatively affect performance;
- creating an intimidating, offensive or poisoned work environment;
- condescending or patronizing behaviour which undermines self-esteem, diminishes performance or adversely affects working conditions.

"Sexual harassment" means engaging in repeated comments 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:

- sexual solicitation or advance or inappropriate touching and sexual assault;
- a reprisal, or threat of reprisal, which might be reasonably 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;
- suggestive remarks or other verbal abuse;
- leering at a person's body;
- compromising invitations.

An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.

The Employer shall acknowledge the receipt of the complaint in writing within seven (7) days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement.

In cases where harassment may result in the transfer of an employee, it shall be the respondent who is transferred, except that the complainant may be transferred with his/her written permission.

Where either the complainant or respondent to the proceeding is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the

mediation process provided below. If both the complainant and the respondent agree to participate in the mediation process, the complaint shall be put before [to be named] who shall be appointed to mediate the complaint within ten (10) days of referral. The Mediator's fees and expenses shall be shared equally by the Employer and the Union.

### **MEDIATION PROCESS**

The Employer and the Union agree that this mediation process is the recommended avenue of resolution and will encourage participation of the individuals involved. The Mediator shall attempt a mediated settlement, under the following terms:

- (a) the mediation process and resolution will be kept strictly confidential by all participants;
- (b) the mediation process and resolution shall take no longer than three (3) actual mediation days, and be within a thirty (30) day period;
- (c) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered to be concluded;
- (d) no record of the mediation except the written agreed resolutions will be placed on an employee's file. The written resolution will be removed from the employee's file after twenty-four (24) months unless there has been a subsequent complaint of harassment against the respondent within the twenty-four (24) month period.

If the mediation does not resolve the complaint, the Employer will provide to the Union, the complainant and the respondent the particulars of the action to be taken by the Employer, if any, in writing within ten (10) days.

Where a complainant or a respondent is not satisfied with the Employer's actions a grievance may be filed.

ARTICLE 20 — DURATION

**20.1**

This Agreement shall be for the period from and including January 1, 2011 to and including December 31, 2014 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is August 31 or immediately preceding the last day of December 31, 2014 in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

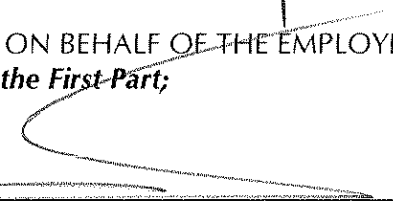
**20.2**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike or a legal lockout, as the case may be.

Signed at Burnaby, BC on the 2 day of October, 2013.

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

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

  
\_\_\_\_\_  
Harvey Mason  
President

  
\_\_\_\_\_  
Glen MacInnes  
Senior Union Representative

  
\_\_\_\_\_  
Cathy McGuinty  
Vice President & General Manager

**E&OE**

**APPENDIX "A"**

**JOB CLASSIFICATION AND SALARY RANGES**

**EFFECTIVE JANUARY 1, 2011**

	1.0%	3 Mos.	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.	54 Mos.	60 Mos.
<b>Trainee *</b>	\$ 2,330											
<b>Mail &amp; File Clerk</b>	\$ 2,183	\$ 2,279	\$ 2,377	\$ 2,579	\$ 2,694	\$ 2,808	\$ 2,925	\$ 3,044	\$ 3,122	\$ 3,203	\$ 3,284	\$ 3,514
<b>Switchboard/Receptionist</b>	\$ 2,330	\$ 2,427	\$ 2,527	\$ 2,729	\$ 2,844	\$ 2,959	\$ 3,074	\$ 3,191	\$ 3,271	\$ 3,352	\$ 3,432	\$ 3,664
<b>Admin. Clerk Acct. Clerk Health &amp; Welfare Clerk Pension Clerk Claims Clerk</b>	\$ 2,689	\$ 2,793	\$ 2,894	\$ 3,116	\$ 3,238	\$ 3,359	\$ 3,483	\$ 3,609	\$ 3,691	\$ 3,772	\$ 3,851	\$ 4,084
<b>Supervisor</b>	\$ 3,012	\$ 3,119	\$ 3,222	\$ 3,440	\$ 3,564	\$ 3,686	\$ 3,813	\$ 3,935	\$ 4,017	\$ 4,096	\$ 4,177	\$ 4,408

\*After a minimum of three (3) months in this category, the employee must be promoted to a higher category.

An employee required to perform duties in French as a regular and ongoing part of their job responsibilities will be paid an allowance of \$1.00 per hour for each hour (or majority of the hour) spent performing duties in French.

APPENDIX "A"

JOB CLASSIFICATION AND SALARY RANGES

EFFECTIVE JANUARY 1, 2012

1.0%	Start	3 Mos.	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.	54 Mos.	60 Mos.
Trainee *	\$ 2,354											
Mail & File Clerk	\$ 2,204	\$ 2,302	\$ 2,401	\$ 2,605	\$ 2,721	\$ 2,837	\$ 2,954	\$ 3,074	\$ 3,153	\$ 3,235	\$ 3,317	\$ 3,549
Switchboard/Receptionist	\$ 2,354	\$ 2,451	\$ 2,553	\$ 2,756	\$ 2,873	\$ 2,988	\$ 3,105	\$ 3,223	\$ 3,304	\$ 3,385	\$ 3,467	\$ 3,701
Admin. Clerk Acct. Clerk Health & Welfare Clerk Pension Clerk Claims Clerk	\$ 2,716	\$ 2,821	\$ 2,923	\$ 3,148	\$ 3,271	\$ 3,393	\$ 3,517	\$ 3,645	\$ 3,728	\$ 3,809	\$ 3,890	\$ 4,125
Supervisor	\$ 3,042	\$ 3,150	\$ 3,254	\$ 3,474	\$ 3,600	\$ 3,723	\$ 3,851	\$ 3,974	\$ 4,057	\$ 4,137	\$ 4,219	\$ 4,452

\* After a minimum of three (3) months in this category, the employee must be promoted to a higher category.

An employee required to perform duties in French as a regular and ongoing part of their job responsibilities will be paid an allowance of \$1.00 per hour for each hour (or majority of the hour) spent performing duties in French.

APPENDIX "A"

JOB CLASSIFICATION AND SALARY RANGES

EFFECTIVE JANUARY 1, 2013

	2.0%	3 Mos.	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.	54 Mos.	60 Mos.
Trainee *	\$ 2,401											
Mail & File Clerk	\$ 2,248	\$ 2,348	\$ 2,449	\$ 2,657	\$ 2,776	\$ 2,893	\$ 3,013	\$ 3,136	\$ 3,216	\$ 3,299	\$ 3,384	\$ 3,620
Switchboard/Receptionist	\$ 2,401	\$ 2,500	\$ 2,604	\$ 2,811	\$ 2,930	\$ 3,048	\$ 3,167	\$ 3,288	\$ 3,370	\$ 3,453	\$ 3,536	\$ 3,775
Admin. Clerk Acct. Clerk Health & Welfare Clerk Pension Clerk Claims Clerk	\$ 2,770	\$ 2,877	\$ 2,981	\$ 3,211	\$ 3,336	\$ 3,461	\$ 3,588	\$ 3,718	\$ 3,802	\$ 3,885	\$ 3,967	\$ 4,207
Supervisor	\$ 3,103	\$ 3,213	\$ 3,319	\$ 3,544	\$ 3,672	\$ 3,798	\$ 3,928	\$ 4,054	\$ 4,138	\$ 4,220	\$ 4,303	\$ 4,541

\* After a minimum of three (3) months in this category, the employee must be promoted to a higher category.

An employee required to perform duties in French as a regular and ongoing part of their job responsibilities will be paid an allowance of \$1.00 per hour for each hour (or majority of the hour) spent performing duties in French.



APPENDIX "A"

JOB CLASSIFICATION AND SALARY RANGES

EFFECTIVE JANUARY 1, 2014

	2.0%	Start	3 Mos.	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.	54 Mos.	60 Mos.
Trainee *		\$ 2,449											
Mail & File Clerk		\$ 2,293	\$ 2,395	\$ 2,498	\$ 2,710	\$ 2,831	\$ 2,951	\$ 3,074	\$ 3,198	\$ 3,281	\$ 3,365	\$ 3,451	\$ 3,692
Switchboard/Receptionist		\$ 2,449	\$ 2,550	\$ 2,656	\$ 2,868	\$ 2,989	\$ 3,109	\$ 3,230	\$ 3,354	\$ 3,437	\$ 3,522	\$ 3,607	\$ 3,850
Admin. Clerk Acct. Clerk Health & Welfare Clerk Pension Clerk Claims Clerk		\$ 2,825	\$ 2,935	\$ 3,041	\$ 3,275	\$ 3,403	\$ 3,530	\$ 3,660	\$ 3,792	\$ 3,878	\$ 3,963	\$ 4,047	\$ 4,291
Supervisor		\$ 3,165	\$ 3,277	\$ 3,385	\$ 3,615	\$ 3,745	\$ 3,874	\$ 4,007	\$ 4,135	\$ 4,221	\$ 4,304	\$ 4,389	\$ 4,631

\* After a minimum of three (3) months in this category, the employee must be promoted to a higher category.

An employee required to perform duties in French as a regular and ongoing part of their job responsibilities will be paid an allowance of \$1.00 per hour for each hour (or majority of the hour) spent performing duties in French.

LETTER of UNDERSTANDING #1

**BETWEEN: D.A. TOWNLEY and ASSOCIATES LIMITED**  
*Party of the First Part;*

**AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION, LOCAL 378**  
*Party of the Second Part;*

**ARTICLE 9 - MATERNITY LEAVE**

**Section 6**

It is agreed between the Parties that the present reference to the "Employment Standards Act of BC" shall remain in the Collective Agreement. If however, the wording of this Section of the Act be eliminated or downgraded, the present Act working shall become part of the Collective Agreement.

It is agreed that this Letter of Understanding shall be attached to, and form part of, the Collective Agreement.

Signed at \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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

\_\_\_\_\_  
*Original Signed*  
Harvey Mason  
President

\_\_\_\_\_  
*Original Signed*  
Cathy McGuinty  
Vice President & General Manager

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

\_\_\_\_\_  
*Original Signed*  
Jack Gerow  
Business Representative

\_\_\_\_\_  
*Original Signed*  
Charmaine Murray  
Secretary Treasurer

**E&OE**

LETTER of UNDERSTANDING #2

**BETWEEN: D.A. TOWNLEY and ASSOCIATES LIMITED**  
*Party of the First Part;*

**AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION, LOCAL 378**  
*Party of the Second Part;*

**JOB DESCRIPTIONS**

The parties agree to discuss job descriptions during the term of the collective agreement. During these discussions the Union may make recommendations to create job descriptions, and such recommendations shall be subject to approval by the Employer. If job descriptions are developed they shall be for information purposes only and shall not be part of the Collective Agreement. The Employer reserves the right to amend any job descriptions at any time, and such amendments will be discussed with the Union before being implemented. This shall include a discussion regarding the introduction of a Data Entry and Mail Room Clerk.

It is agreed that this Letter of Understanding shall be attached to, and form part of, the Collective Agreement.

Signed at \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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

*Original Signed*

\_\_\_\_\_  
Harvey Mason  
President

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

*Original Signed*

\_\_\_\_\_  
Jack Gerow  
Business Representative

*Original Signed*

\_\_\_\_\_  
Cathy McGuinty  
Vice President & General Manager

*Original Signed*

\_\_\_\_\_  
Charmaine Murray  
Secretary Treasurer

**E&OE**

LETTER of UNDERSTANDING #3

**BETWEEN:** D.A. TOWNLEY and ASSOCIATES LIMITED  
*Party of the First Part;*

**AND:** CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION, LOCAL 378  
*Party of the Second Part;*

**RE:** Calculation of Sick Days, Float Days, and Vacation Days

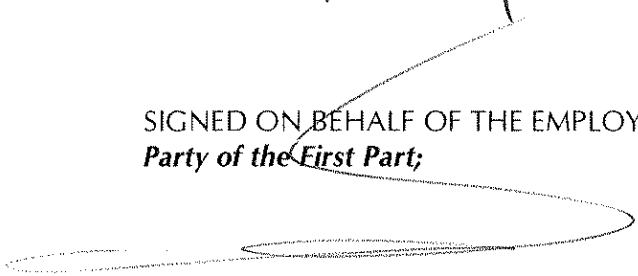
Vacation: Vacation entitlement will be earned on the basis of the 7.5 hours per day and will be taken on the basis of 8.5 hours per day, and this shall remain in effect for the duration of the Collective Agreement unless mutually agreed otherwise.


Sick Days and Float Days: Sick Days and Float Days entitlement will be earned on the basis of the 7.5 hours per day and will be taken on the basis of 8.5 hours per day, and this shall remain in effect until December 31, 2014.

Signed at Burnaby, BC on the 2 day of October, 2013.

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

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

  
\_\_\_\_\_  
Harvey Mason  
President

  
\_\_\_\_\_  
Glen MacInnes  
Senior Union Representative

  
\_\_\_\_\_  
Cathy McGuinly  
Vice President & General Manager

**E&OE**