

2016 - 2022

COLLECTIVE AGREEMENT

between

BRITISH COLUMBIA NURSES' UNION

(hereinafter termed the "Employer")



and



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

(hereinafter termed the "Union")

Effective from January 1, 2016 to December 31, 2022

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1st DAY OF JANUARY, 2016.

BETWEEN: **BRITISH COLUMBIA NURSES' UNION**

(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 or MoveUP")
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 constructed 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 COPE Local 378 (d.b.a) MoveUP, 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 as designated by the Union and the Union Label 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 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 COPE Local 378 as a condition of employment.

3.02

The Employer agrees to advise the Union office when requiring office workers to give the Union an opportunity to refer suitable applicants for employment. However, the Union recognizes the right of the Employer to hire the most qualified applicant. Should the Employer obtain office workers elsewhere, it is 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.

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(s). A list of employees from whom such deductions were made will be provided twice per year, and said list shall include the following upon the Union obtaining consent from the employees:

- a) Name and address
- b) Employee ID number
- c) Monthly salary
- d) Amount of dues deducted
- e) Work location
- f) Job classification
- g) Date of hire

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. New employees shall be provided with a copy of the Collective Agreement at the time of their hire.

3.06

- (a) A maximum of three (3) Union members shall be given time off for a period of up to ten (10) days for the purpose of collective bargaining with the Employer. The Employer will provide time off with pay to these employees who will be selected by the Union for this purpose at the commencement of negotiations.
- (b) Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time officer of the Union. Such 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.

3.07 **Time Off Work for Other Union Business**

The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, and Job Stewards or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages and benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant unpaid time off for union stewards to attend seminars and training courses. Such time off will be at the sole discretion of the Employer subject to operational requirements.

3.08 **Working Outside the Bargaining Unit**

An employee who accepts a temporary position to another bargaining unit with the Employer shall accrue seniority for a period not to exceed eighteen (18) consecutive months from the date of commencement of such work. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement. An employee choosing to return to the bargaining unit will return to their most recently held position within the bargaining unit. It is understood that to maintain the right to return to the bargaining unit, employees shall pay applicable Union dues to the Union during this period and shall remain a member in good standing.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

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 regular employees will be considered probationary for the first six (6) months of employment.

5.02 Regular Full-Time

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

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-rated basis consistent with the time worked.
- (b) Regular part-time employees shall receive statutory holiday pay on a pro-rated basis consistent with the Employment Standards Act.
- (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) Regular part-time employees may be assigned additional hours, to a maximum of weekly hours of work, before overtime provisions apply. It is understood that any additional hours a part-time employee works will be considered regular part-time hours, and not casual hours.

5.04 Casuals

- (a) Casual employees shall be those employees hired for extra or relief work for periods not exceeding six (6) months except as provided in Article 5.04 (b) below, whereupon such employee shall attain regular status. A casual employee reaching regular status will have rights under this Agreement which are based on length of service dated from the start of employment.
- (b) Casual employees hired to replace employees on leave of absence under Article 10.01, 10.03, 11.01(b), 11.03, 11.04, LOU No. 3 (Reduced Work Week for Employees with Small Children) and any extended approved education leaves shall not attain regular status during the duration of their casual employment.
- (c) Casual employees 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 Article 11.07.

- (d) Casual 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.

5.05 Agency Workers

- (a) An agency worker is employed by an external employment agency to perform work for the Employer on a temporary basis.
- (b) Agency workers shall be paid at the rates provided in Appendix A of this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- (c) The Employer will pay an amount equal to union dues to the Union, in lieu of union dues.
- (d) Agency workers shall be hired for short-term vacancies not exceeding three (3) months. The Employer and the Union may mutually agree to an extension of not more than three (3) months. The Employer will forward to the Union the name, position and start date of all Agency employees within fifteen (15) days of their commencement.
- (e) Agency workers who are on assignment longer than the prescribed amount of time in Article 5.05 (d) shall become casual employees under Article 5.04.
- (f) The use of agency workers shall not result in the layoff of regular employees within the bargaining unit.

5.06

The Employer or designated representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the Employer.

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(s) 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

An employee who is subject to discipline, discharge, or termination must have at least one Union representative present at all times to act on their behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.01 Regular Work Day

A regular work day shall consist of seven (7) hours between the hours of 9:00 am and 5:00 pm.

- (a) On occasion, the Employer may use up to three (3) employees to work a varied seven (7) hour regular shift outside of their regular work day hours noted above for operational requirements. Employees may volunteer or will be selected in reverse order of seniority.

Should problems arise with the application of this clause, they will be resolved between the Union and the Employer.

7.02 Regular Work Week

A regular work week shall consist of thirty-five (35) hours worked between 9:00 am Monday and 5:00 pm Friday.

7.03 Other Hours of Work

Hours of work as provided in 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.

7.04

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 (1/2) hour.

7.05

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. These relief periods are not to be taken at the start or end of the work day.

7.06 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's pro-rated hourly rate.

7.07

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.

7.08

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.

7.09

- (a) 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.
- (b) Employees who are requested to be "on-call" will receive \$3.25 per hour for the time they are requested by the Employer to be "on-call".

7.10

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.

7.11

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.

7.12

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.

7.13

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 full-time 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>Family Day</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.

8.02

In the event any of the holidays enumerated in the foregoing Article 8.01 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

Employees covered by this Agreement shall receive the following vacations with pay:

- 20 days after 1 years' service
- 25 days after 5 years' service
- 30 days after 10 years' service
- 35 days after 20 years' service
- 40 days after 25 years' service

Calculation of vacation entitlement shall be based on the calendar year.

9.02

Employees who have completed their probation periods may take any earned vacation entitlements or draw on anticipated entitlements to be earned in that vacation year. Employees who are in the probation period may take any accrued vacation days during their probation period.

Employees who terminate, having drawn on anticipated but unearned vacation entitlements, shall repay the Employer for any unearned entitlements that are taken.

9.03

On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two percent (2%) 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 during the following twelve (12) month period, or during the current year's seasonal closure. It is understood that the Employer will only grant leave if there are no additional costs incurred by the Employer for the time period taken. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

9.04

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.

9.05

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.

9.06 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.

9.07 Carry-over of Vacation

- (a) Employees may carry forward vacation entitlement of up to five (5) days for a period of one (1) year. It is understood that five (5) days is the maximum number of days that can be carried over, and these will not accumulate year to year.
- (b) Employees who have been off on an illness or disability for a period of three (3) consecutive months, or longer, and who resume full duties on September 1st or later in the calendar year, may carry forward their vacation entitlement to the following full year of employment.

9.08 Seasonal Closure

Employees will utilize two percent (2%) vacation bonus, vacation or banked overtime for the period between December 25th and January 1st, should the Employer determine the office will be closed during that period.

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. Employees shall return to the position/department they occupied prior to the leave of absence recognizing the servicing teams from one department for the purpose of this Article.

10.02 Bereavement Leave

In cases of death in the immediate family, i.e. spouse, common-law spouse, son, daughter, step-child, father, father-in-law, mother, mother-in-law, step-father, step-mother, sister or brother, step-brother, step-sister, brother-in-law or sister-in-law, niece or nephew, aunt or uncle, grandparents, or grandchildren, an employee shall be granted up to three (3) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of a spouse's grandparents or grandchildren. 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 the 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, Parental Leave, and Adoption Leave

Pregnancy Leave

- (1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave.
 - (a) *Beginning*
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) *Ending*
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (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 six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (3) An employee is entitled to up to six (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 four (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

- (1) An employee who requests parental leave under this section is entitled to,
 - (a) for a parent who takes leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Pregnancy Leave unless the Employer and employee agree otherwise,
 - (b) for a parent who does not take leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (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 five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Parental Leave.
- (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 four (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 Pregnancy Leave and Parental Leave sections is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Pregnancy Leave or Parental Leave.

Duties of the Employer

- (1) An Employer must give an employee who requests leave under this Article 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 Article,
 - (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 Article, 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 this Collective Agreement, comply with (3) above as soon as operations are resumed.
- (5) The services of an employee who is on leave under this Article are deemed to be continuous for the purpose of
 - (a) calculating annual vacation entitlement and
 - (b) any pension, medical or other plan beneficial to the employee.
- (6) 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
 - (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.
- (7) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

Other

- (1) Employees who have completed six (6) months of service shall be paid the maximum pregnancy/parental benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.)
- (2) If an employee does not apply for or qualify for Employment Insurance Benefits, the Employer will not pay monies to the employee for the period of time the employee was on pregnancy/parental leave.
- (3) Upon request, the employee shall be granted ten (10) weeks leave, in addition to the leave above, without pay. Such leave of absence may be extended by mutual agreement upon application by the employee.
- (4) Seniority shall accrue during periods of pregnancy/parental leave.

10.05 Leave for Medical/Dental Appointments

- (a) An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments.
- (b) Notification of medical/dental appointment leave under this Article must be made, at least, three (3) business days prior to the date the leave is sought. In cases of an emergent and unforeseeable nature, where three (3) days' notice is not possible, the employee will notify the employer with as much advance notice as possible.

- (c) Employees will make all reasonable efforts to book medical/dental appointments outside of work hours.
- (d) The Employer will institute a wellness program designed to assist employees in the workplace. Leaves taken under this Article will be reviewed under this program.
- (e) Paramedical appointments are specifically excluded from this Article and will not be granted on paid employer time. Paramedical appointments are those that are identified by the plan carrier (Pacific Blue Cross) as “paramedicals”.

10.06 Family Responsibility Leave

- (a) In the case of illness/injury of an immediate family member, 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, 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 (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 two (2) working days.

Notwithstanding Article 11.01, all new regular employees hired after the date of this agreement will receive and accrue their sick bank in the following manner:

Year One (1)	0.5 days per month	6 days
Year Two (2)	.75 days per month	9 days
Year Three (3)	1 day per month	12 days
Year Four (4)	1.25 days per month	15 days
Year Five (5)	1.5 days per month	18 days
Year Six (6)	2 days per month	24 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

The Union Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five percent [75%] 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 Union and the Employer agree that ill or injured employees (including those on long term sick leave, WI, LTD or WCB), may benefit from involvement in early safe return to work programs which may involve a number of initiatives such as a gradual increase of hours of work up to full hours, modified work, workplace modification, a work hardening program, or if necessary a change in work assignment.

Employees may request a graduated early safe return to work prior to the expiration of benefits on condition they provide two (2) weeks' notice of their intention to return.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent on the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process.

Employees shall receive their regular rate of pay for all hours worked from the Employer and shall receive the appropriate top-up from the wage indemnity plan.

11.04

(a) Regular employees shall be granted extended sick leave of absence without pay up to one (1) year, beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. It is understood that this clause pertains only to those employees who are in the process of awaiting the results of claim entitlement for either Wage Indemnity, LTD or WCB, or are in the process of a claim dispute.

During that period of leave beyond the paid sick leave entitlement, seniority will be retained. Once the claim is approved, seniority will be reinstated.

(b) An employee who resumes employment within eighteen (18) months following a period of illness or disability shall be reinstated by the Employer in the position previously occupied by the employee. If the absence is greater than eighteen (18) months the employee will be placed into a comparable/equivalent position.

11.05 Dental Plan

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

Coverage is:	Plan A -	100%
	Plan B -	80%
	Plan C -	75% (to maximum of \$3,000 lifetime)

11.06 Extended Health Benefit Plan

The Employer shall pay one hundred percent (100%) of the premium costs of extended health coverage for employees and their dependents under the Pacific Blue Cross plan, or any other plan mutually acceptable to the Union and the Employer. The extended health care plan shall contain the following minimum features:

- An eyeglass and contact lens option providing three hundred dollars (\$300) every two (2) years.
- Clinical Psychologist, Acupuncturist, Chiropractor, Naturopath, Podiatrist, Physiotherapist, Speech Language Pathologist and Massage Therapist option providing up to five hundred dollars (\$500) annual coverage for each item.
- No deductible.
- One hundred percent (100%) co-insurance.
- Reimbursement for expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of six hundred dollars (\$600) per person in each four (4) year period.
- No Pharmacare tie-in.
- \$500,000 coverage every two (2) years.
- Including Blue Net Card.

11.07 Pension Plan

- (a) All new regular employees shall join the Municipal Pension Plan ("MPP"). The Employer agrees to make the appropriate Employer contributions required under the MPP on behalf of regular employees who are eligible for coverage and who become contributors to the said Municipal Pension Plan. Enrolment in the Municipal Pension Plan shall be as required by the Municipal Pension Plan rules.
- (b) Casual employees who become regular employees will have the option to buy back service with MPP. For employees who elect to buy back service, the Employer shall contribute an amount equivalent to the Employer's proportion to the MPP for up to two (2) years following their regular status date.
- (c) 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 and Weekly Indemnity
- (d) Employees who have been on wage indemnity may elect to buy back service with MPP. For those employees who elect to do so, the Employer will contribute an amount equivalent to the Employer's portion to the MPP for up to two (2) years

following their return to work date.

- (e) For employees who opted to remain on the Union Pension Plan, the Employer shall make payments to the Trustees by a single payment by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by MoveUP.
- (f) MoveUP will send a copy of the annual statement of the Pension Plan to the Employer, 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 an additional sixty thousand dollars (\$60,000) Accidental Death and Dismemberment Benefits if the death was caused by an accident.

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]).

11.12 Employee Assistance Program

The Employer shall provide an Employee and Family Assistance Program (EFAP) for all regular employees.

11.13

MoveUP will provide the Employer, upon request, (subject to privacy laws), usage and claim information for the group of employees covered under the pooled Union Plan (provided through the insurer).

ARTICLE 12 – WAGES

12.01

Employees will be classified in accordance with the skills used and shall be paid the 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) New Positions

The rate of pay and classification for any new position which may be established during the life of this Agreement shall be subject to negotiations between the

Employer and the Union. Failing agreement, the matter may be submitted to the arbitration procedure under the Agreement.

(b) Changes to the Job Content of Existing Positions

If the Employer makes significant changes in the job content of any established position listed in the (revised) Appendix A, it shall develop a revised job description in consultation with the Union and establish a pay grade and wage schedule, where applicable, and give written notice of same to the Union.

If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the notice from the Employer, the job description, pay grade and wage schedule, where applicable, shall be considered established.

If the Union objects to the pay grade and wage schedule, the Employer and the Union shall meet for discussion. If the pay grade and wage schedule, where applicable, are revised through negotiations with the Employer, the appropriate pay grade within the wage schedule shall be retroactive to the date of change in job content.

If Bargaining Unit employees feel there have been significant changes to the duties and responsibilities of their job, sufficient to merit reclassification, the employees or the Union may appeal the classification of the subject position.

12.03

It is expressly understood and agreed that the wage scales, herein provided for, are the wage 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.

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

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

12.06

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 fulfills the duties of the higher job. This provision shall not apply to brief relief periods of less than one-half (1/2) 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 Article 12.06 foregoing.

12.07

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

12.08

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 14.05 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 3.07, sick leave and extended sick leave under Article 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01 will be credited with accumulative seniority as defined in Article 13.07.

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.

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 five (5) 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. 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 Layoff

All regular (i.e. permanent) employees shall be given in writing the following notice of layoff 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 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.

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 layoff 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 Article 3 above.

Final production of the above work and all database 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 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.

A regular workday shall consist of seven (7) hours between the hours of 9:00 am and 5:00 pm.

15.05

- (a) 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.)
- (b) Employees who are required to use their personal vehicle at the request of the Employer on any working day shall be paid a mileage allowance of fifty two cents (\$0.52) per kilometer.

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 - one hundred percent (100%) of course fees upon successful completion of course.
- (b) Employee initiated - fifty percent (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 employees shall be entitled to review their personnel file annually and in the event of a grievance.

No letter of reprimand shall be entered in an employee’s file without the employee’s knowledge.

Upon the employee's request any censure, discipline or adverse report placed on the personnel file shall be removed and destroyed in the presence of the employee after eighteen (18) months from the date it was issued provided no discipline has occurred.

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 and the Union 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 a regular (i.e. permanent) employee is terminated, except as provided in Article 16.01 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages

If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

16.03

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

16.04

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.

16.05

An employee whose employment is terminated by the Employer, as set forth in Article 16.01 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 Article shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

17.04

A specified extension of the recall period, where recall is applied under Article 17.03 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 one (1) week for each year of service to a maximum of twelve (12) weeks. 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, unless there is mutual agreement between the Employer and the Union.

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.

It is understood that grievances can be filed by employees, stewards, Union representatives or the Employer.

- (a) Within fifteen (15) working days of the dispute, the grievance shall be filed and the information should include the facts of the event or issue and which Articles of the Collective Agreement are alleged to be violated.
- (b) Within ten (10) working days of receipt of the grievances, the parties shall meet to discuss the grievance. This meeting can be waived by either party if one party wishes to respond immediately. The parties may communicate by phone rather than have a face to face meeting.

- (c) Within ten (10) working days, the grieved party will respond to the grievance hearing, in writing, if the grievance is accepted or denied. The party desiring arbitration will notify the other party, in writing, or by telephone, within ten (10) working days, if arbitration will proceed.

Time lines will be strictly adhered to.

ARTICLE 19 - DISCUSSION OF DIFFERENCES

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

19.01 Single Arbitrator

The Arbitrators for the duration of this Collective Agreement shall be:

Joan Gordon
John Hall
Judi Korbin
Mark Brown
Julie Nichols

- (a) The Party desiring arbitration under this Article will notify the other Party, in writing in accordance with the provision of Article 18 (c).
- (b) The Parties to the dispute will there upon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such a notice or in the event one of the Parties declines the procedure, notice of Arbitrations as provided in Article 18 may be given by either party.
- (c) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of questions 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.
- (d) 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.
- (e) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 - HEALTH AND SAFETY

20.01 Eye Examinations

Employees who are required to work with Computer 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.

20.02 Pregnancy

A pregnant employee if directed by a medical practitioner shall not be required to operate a Computer 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 supply reasonable and adequate office equipment (to include work stations) and will consult with 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.

The Employer shall provide instruction in the safe and proper usage of all office equipment.

ARTICLE 21 - DURATION

21.01

- (a) This Agreement will be in full force and effect on and after the 1st day of January, 2016, to and including the 31st day of December, 2022, 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, 2022, or sixty (60) days prior to the 31st of December, in any year subsequent there to.
- (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 Burnaby, this _____ day of _____, 2017.

SIGNED ON BEHALF OF THE EMPLOYER
(Party of the First Part)

(original copy signed)

Gary Fane, Executive Director
Negotiations & Strategic Development

SIGNED ON BEHALF OF THE UNION
(Party of the Second Part)

(original copy signed)

Cindy A. Lee, Union Representative
MoveUP

Colleen McFadden
Sr. Director, Human Resources & Operations

Ryan Stewart, Union Representative
MoveUP

Umar Sheikh
Director, Legal Services & General Counsel

Janice Ford
Bargaining Committee Member

Debbie Gee
Manager, Human Resources

Leisa Smith
Bargaining Committee Member

Sharon Sponton
Provincial Treasurer

Barbara Armstrong
Bargaining Committee Member

Lorne Burkart, Chair
West Kootenay & Personnel Committee

Meghan Friesen, Chair
Vancouver Metro & Personnel Committee

Claudette Jut, Chair
Shaughnessy Heights & Personnel Committee

APPENDIX (A)

CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2016 - December 31, 2018

	Casual or Temporary Rates per Hour		Starting Rate	After 6 Months	After 12 Months
Category 1	\$27.05	Bi-Weekly	\$1,822.10	\$1,856.40	\$1,893.50
		Hourly	\$26.03	\$26.52	\$27.05
Category 2	\$28.33	Bi-Weekly	\$1,910.30	\$1,947.40	\$1,983.10
		Hourly	\$27.29	\$27.82	\$28.33
Category 3	\$29.81	Bi-Weekly	\$2,017.40	\$2,053.10	\$2,086.70
		Hourly	\$28.82	\$29.33	\$29.81
Category 4	\$31.11	Bi-Weekly	\$2,107.00	\$2,143.40	\$2,177.70
		Hourly	\$30.10	\$30.62	\$31.11
Category 5	\$32.37	Bi-Weekly	\$2,194.50	\$2,231.60	\$2,265.90
		Hourly	\$31.35	\$31.88	\$32.37
Category 6	\$33.66	Bi-Weekly			\$2,356.20
		Hourly			\$33.66
Notes					
Librarian					\$3,065.95
Janitor					\$25.05

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 MoveUP members are hourly paid employees.

Differentials

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 two dollars (\$2.00) per hour.

CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2019 - December 31, 2019

	Casual or Temporary Rates per Hour		Starting Rate	After 6 Months	After 12 Months
Category 1	\$27.19	Bi-Weekly	\$1,831.21	\$1,865.68	\$1,902.97
		Hourly	\$26.16	\$26.65	\$27.19
Category 2	\$28.47	Bi-Weekly	\$1,919.85	\$1,957.14	\$1,993.02
		Hourly	\$27.43	\$27.96	\$28.47
Category 3	\$29.96	Bi-Weekly	\$2,027.49	\$2,063.37	\$2,097.13
		Hourly	\$28.96	\$29.48	\$29.96
Category 4	\$31.27	Bi-Weekly	\$2,117.54	\$2,154.12	\$2,188.59
		Hourly	\$30.25	\$30.77	\$31.27
Category 5	\$32.53	Bi-Weekly	\$2,205.47	\$2,242.76	\$2,277.23
		Hourly	\$31.51	\$32.04	\$32.53
Category 6	\$33.83	Bi-Weekly			\$2,367.98
		Hourly			\$33.83
Notes					
Librarian					\$3,081.29
Janitor					\$25.18

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 MoveUP members are hourly paid employees.

Differentials

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 two dollars (\$2.00) per hour.

CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2020 - December 31, 2020

	Casual or Temporary Rates per Hour		Starting Rate	After 6 Months	After 12 Months
Category 1	\$27.46	Bi-Weekly	\$1,849.52	\$1,884.34	\$1,922.00
		Hourly	\$26.42	\$26.92	\$27.46
Category 2	\$28.76	Bi-Weekly	\$1,939.05	\$1,976.71	\$2,012.95
		Hourly	\$27.70	\$28.24	\$28.76
Category 3	\$30.26	Bi-Weekly	\$2,047.76	\$2,084.00	\$2,188.10
		Hourly	\$29.25	\$29.77	\$30.26
Category 4	\$31.58	Bi-Weekly	\$2,138.72	\$2,175.66	\$2,210.48
		Hourly	\$30.55	\$31.08	\$31.58
Category 5	\$32.86	Bi-Weekly	\$2,227.52	\$2,265.19	\$2,300.00
		Hourly	\$31.82	\$32.36	\$32.86
Category 6	\$34.17	Bi-Weekly			\$2,391.66
		Hourly			\$34.17
Notes					
Librarian					\$3,112.10
Janitor					\$25.43

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 MoveUP members are hourly paid employees.

Differentials

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 two dollars (\$2.00) per hour.

EFFECTIVE JANUARY 1, 2021 - DECEMBER 31, 2021 - (Equal to NBA negotiated increases (excluding any market adjustment)

EFFECTIVE JANUARY 1, 2022 - DECEMBER 31, 2022 - (Equal to NBA negotiated increases (excluding any market adjustment)

CATEGORIES, CLASSIFICATIONS AND SALARIES

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 MoveUP members are hourly paid employees.

Differentials

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 two dollars (\$2.00) per hour.

SIGNING BONUS

Upon ratification of this Agreement, BCNU will pay a signing bonus of \$4,000.00 to employees covered under this Collective Agreement. Such payment will be prorated based upon the employees FTE and exclude casual employees.

APPENDIX (B)

JOB DESCRIPTIONS

<u>Job Title</u>	<u>Category</u>
<u>Administrative Assistant — Mail Room</u>	<u>2</u>
<u>Administrative Assistant – Float</u>	<u>3</u>
<u>Administrative Assistant — Print Room</u>	<u>3</u>
<u>Administrative Assistant — Purchasing</u>	<u>3</u>
<u>Administrative Assistant — Reception</u>	<u>3</u>
<u>Administrative Assistant — Education</u>	<u>4</u>
<u>Administrative Assistant — Education, HRE and Policy</u>	<u>4</u>
<u>Finance Assistant I</u>	<u>4</u>
<u>Administrative Assistant — Membership</u>	<u>4</u>
<u>Administrative Assistant I — OH&S</u>	<u>4</u>
<u>Administrative Assistant — PRF</u>	<u>4</u>
<u>Administrative Assistant — Labour Relations</u>	<u>4</u>
<u>Finance Assistant II</u>	<u>5</u>
<u>Administrative Assistant II — OH&S</u>	<u>5</u>
<u>Conference & Meeting Assistant</u>	<u>6</u>
<u>Desktop Publishing Assistant</u>	<u>6</u>
<u>Information Technology Assistant</u>	<u>6</u>
<u>Finance Assistant III</u>	<u>6</u>
<u>Legal Assistant</u>	<u>6</u>
<u>Software Programmer</u>	<u>6</u>
<u>Intake Assistant — WCB/LTD/or LEAP</u>	<u>6</u>
<u>Website Administrator</u>	<u>6</u>
<u>Graphic Designer</u>	<u>6</u>
<u>Building Service Worker</u>	<u>Janitor</u>
<u>Librarian</u>	<u>Librarian</u>
<u>Data Analyst</u>	<u>LOU #6</u>

Note: A member can request a copy of their job description from the Employer or their steward.

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

British Columbia Nurses' Union

AND

MoveUP

(Canadian Office and Professional Employees' Union, Local 378)

Re: Sexual And/or Personal Harassment In The Workplace

- (a) The Union 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 of 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.

Renewed: November 19, 2017

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

British Columbia Nurses' Union

AND

**MoveUP
(Canadian Office and Professional Employees' Union, Local 378)**

Re: Career Opportunities

Union representatives expressed a desire to have training opportunities for their members which would enable their members to be more qualified for future vacancies at BCNU.

The Employer agrees to assist interested employees with the enhancement of their skill level so that they can be better qualified for future positions with the BCNU. These positions could include jobs in either bargaining unit.

Both parties have agreed that there is value in enhancing the skill levels of employees and there will be obligations both on the Employer and the employees.

The parties will meet within sixty (60) working days of the contract ratification to agree upon the administrative details, obligations of both parties, and possible career paths for employees outlined in this letter. The Employer will retain jurisdiction over decision making in reference to this letter.

Renewed: November 19, 2017

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

British Columbia Nurses' Union

AND

MoveUP

(Canadian Office and Professional Employees' Union, Local 378)

Re: Reduced Work Week for Employees with Small Children

- a) This letter of understanding is intended to enable employees with young children to reduce their work week. The Employer will accommodate all employees that request this option of a reduced work week. This agreement is intended for parents of young children up to five (5) years of age. The ability to work the reduced work week is available only when the children are under full-time school age. However, if a full-time regular school program is unavailable at the age of five (5) the age limit may be extended with agreement between the Union and the Employer.
- b) An employee will be entitled to reduce their regular work week by choosing to work one of the following options: to work two (2) days per week, or three (3) days per week.
- c) If the employee's personal circumstances change during this period, they may request to increase their work week from two (2) days to three (3) days, or decrease their work week from three (3) days to two (2) days, provided that the employee gives the Employer two months' notice. Consideration of this request is at the Employer's discretion.
- d) The employee may return to full-time work before their child is in school full-time, provided that the employee gives the Employer two months' notice. If the employee's personal circumstances change, they may apply to return to the reduced work week. Consideration of this request is at the Employer's discretion.
- e) If an employee's personal circumstances change in that they may need a reduced notice period of less than two (2) months, the employee shall inform the Employer of the reduced notice period. The Employer shall reasonably consider if they can accommodate the employee's request and so inform the employee.
- f) Benefits and entitlements will be pro-rated, and the employee will have a choice of changing their benefit selection where the plan permits. Employees who work twenty (20) hours or more in a work week for the period of the leave shall be entitled to benefits. Employees who work less than (20) hours a week during the leave will not qualify for benefits.
- g) During this period, there may be a change in the employee's regular duties and the position for operational requirements; however, their category will remain the same. At the end of this period, an employee will resume their regular duties in the position previously occupied by the employee.
- h) Disputes over the application of this letter of understanding shall be resolved by the parties. If the parties cannot resolve the issue, either party may give sixty (60) days' notice to terminate the letter.

Renewed: November 19, 2017

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

British Columbia Nurses' Union

AND

**MoveUP
(Canadian Office and Professional Employees' Union, Local 378)**

Re: Addictions

The Employer and the Union recognize that addictions are a serious problem, both to the employees and the workplace. In recognition of this, the Employer agrees to assist employees with addictions.

On a case-by-case basis, in a confidential manner, the Employer and the employee will review options to obtain the help needed.

The Employer is prepared to assist financially in the cost involved with the necessary care.

Renewed: November 19, 2017

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

British Columbia Nurses' Union

AND

MoveUP

(Canadian Office and Professional Employees' Union, Local 378)

Re: Employees Receiving Grand-Parented Rate of Pay

The parties agree that current employees, Janice Ford, Suzanne Watts, and Kim Lagler are grand-parented and receiving a higher rate of pay than what is listed in the Collective Agreement. It is agreed that the three (3) individuals listed above shall be red-circled and not receive pay increases until the current Collective Agreement rate meets or by-passes the employees' grand-parented rate.

The parties agree that current employee, Pam Burns, is grand-parented and receiving a category (5) rate while working in a category four (4) position. It is agreed that Pam Burns shall be green-circled and receive pay increases.

Signed this 22nd, day of October, 2016 at Richmond, BC.

SIGNED ON BEHALF OF THE EMPLOYER
(Party of the First Part)

(original copy signed)

Umar Sheikh
Director, Legal Services & General Counsel

SIGNED ON BEHALF OF THE UNION
(Party of the Second Part)

(original copy signed)

Cindy A. Lee, Union Representative
MoveUP

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

British Columbia Nurses' Union

AND

MoveUP

(Canadian Office and Professional Employees' Union, Local 378)

Re: Data Analyst

The position of Data Analyst was created in 2014 to recognize the level of skill required for an individual who was performing work of a unique nature for the organization. The position was agreed to by COPE/MoveUP on March 31, 2014.

There was never an intent to place this position on the Job Classification grid (Appendix B), therefore the position remains identified on the grid by name only with no category attached.

The current salary for this position is \$78,029.90. It is understood that the incumbent will received wage increases as outlined in the Collective Agreement.

Signed this 22nd, day of October, 2016 at Richmond, BC.

SIGNED ON BEHALF OF THE EMPLOYER
(Party of the First Part)

(original copy signed)

Umar Sheikh
Director, Legal Services & General Counsel

SIGNED ON BEHALF OF THE UNION
(Party of the Second Part)

(original copy signed)

Cindy A. Lee, Union Representative
MoveUP

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

British Columbia Nurses' Union

AND

MoveUP

(Canadian Office and Professional Employees' Union, Local 378)

Re: Retiree Benefits

The Union has indicated that their primary proposal for the 2016 round of bargaining was, and continues to be, the inclusion of BCNU employees represented by the Union into a retiree benefit plan.

The Employer currently manages a Retirement Benefit Plan ("the Plan") for BCNU members. The Plan mandates a 1% contribution of payroll [inclusive of wages (regular and overtime wages)], but the BCNU members in order to attain retiree benefits. The Plan is managed by the BCNU.

The Employer is agreeable to allowing BCNU employees represented by the Union to join the plan subject to:

- a. An agreement by the employees to contribute 1% of payroll into the plan;
- b. Consultation with the Health Employers' Association; and
- c. The formation of a retiree benefit scheme within the existing Plan which is mutually agreeable by the Parties.
- d. This will be completed after the process of the LPNs deciding to enroll in the Plan.

The Parties agree to meet sixty (60) days post-ratification to discuss and begin development of the retiree benefit scheme within the existing Plan. All plan rules which are applicable to BCNU members will be adhered and available to BCNU employees represented by the Union.

The Parties further agree that BCNU employees represented by the Union will have an opportunity to vote on the Plan developed by the parties. Entry into the plan will be determined by a simple majority vote.

Notwithstanding the above, the Parties agree that the first possible inclusion point in the Plan will be January, 2018.

Signed this 22nd, day of October, 2016 at Richmond, BC.

SIGNED ON BEHALF OF THE EMPLOYER
(Party of the First Part)
(original copy signed)

Umar Sheikh
Director, Legal Services & General Counsel

SIGNED ON BEHALF OF THE UNION
(Party of the Second Part)
(original copy signed)

Cindy A. Lee, Union Representative
MoveUP