

# **COLLECTIVE AGREEMENT**

Between

## **CUPE BC AND LOCALS**

(hereinafter termed the "Employer")

*And*



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

(hereinafter termed the "Union")

**January 1, 2014 to December 31, 2017**

# COLLECTIVE AGREEMENT

**BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879**

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

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## TABLE of CONTENTS

ARTICLE 1 – PURPOSE .....	7
1.01.....	7
1.02 .....	7
1.03 .....	7
ARTICLE 2 – BARGAINING UNIT and RECOGNITION .....	7
2.01 .....	7
2.02.....	7
2.03.....	7
2.04.....	8
2.05.....	8
2.06.....	8
2.07.....	8
ARTICLE 3 – UNION SECURITY.....	8
3.01 .....	8
ARTICLE 4 – THE RIGHTS of the EMPLOYER.....	9
ARTICLE 5 – DEFINITION of EMPLOYEES.....	9
5.01 Probationary Period .....	9
5.02 Regular .....	9
5.03 Regular Part-Time .....	9
5.04 Temporary.....	10
5.05 Casual.....	10
5.06.....	10
ARTICLE 6 – UNION REPRESENTATION.....	10
6.01 .....	10
6.02.....	10
6.03.....	11
6.04.....	11
6.05.....	11
ARTICLE 7 – HOURS of WORK and OVERTIME.....	11
7.01 Regular Work Day.....	11

7.02 Regular Work Week .....	11
7.03 .....	11
7.04 .....	12
7.05 .....	12
7.06 Overtime Premiums .....	12
7.07 .....	12
7.08 .....	12
7.09 .....	12
7.11 .....	13
7.12 .....	13
7.13 .....	13
ARTICLE 8 – STATUTORY HOLIDAYS .....	13
8.01 .....	13
8.02 .....	13
ARTICLE 9 – ANNUAL VACATIONS .....	14
9.01 .....	14
9.02 .....	14
9.03 .....	14
9.04 .....	14
9.05 .....	15
9.06 .....	15
9.07 .....	15
9.08 .....	15
9.09 Past Service Credits .....	15
9.10 .....	16
9.11 .....	16
ARTICLE 10 – LEAVE of ABSENCE .....	16
10.01 .....	16
10.02 Bereavement Leave .....	16
10.03 Pregnancy and Parental Leave .....	16
10.04 Leave for Medical/Dental Appointments .....	17
10.05 Family Responsibility Leave .....	17
ARTICLE 11 – SICK LEAVE, WELFARE PLANS and PENSION PLAN .....	18
11.01 Sick Leave .....	18
11.02 Medical Plan .....	18
11.03 Wage Indemnity Plan .....	18
11.04 Dental Plan .....	18
11.05 Extended Health Benefit Plan .....	19
11.06 Pension Plan .....	19
11.07 Group Life Insurance .....	19
11.08 E.I. Premium Rebate .....	19

11.09	Benefit Plan Coverage.....	19
11.10	Long Term Disability.....	19
11.11	Employee Assistance Program.....	19
ARTICLE 12 – WAGES.....		20
12.01	.....	20
12.02	.....	20
12.03	.....	20
12.04	.....	20
12.05	.....	20
12.06	.....	20
12.07	.....	20
12.08	.....	21
12.09	.....	21
ARTICLE 13 – SENIORITY.....		21
13.01	.....	21
13.02	.....	21
13.03	.....	21
13.04	.....	21
13.05	.....	21
13.06	.....	21
13.07	.....	21
13.08	.....	21
ARTICLE 14 – PROMOTION, LAYOFF AND RECALL.....		22
14.01	.....	22
14.02	.....	22
14.03	.....	22
14.04	Layoff.....	22
14.05	Notice of Lay-off.....	23
14.06	.....	23
14.07	Recall.....	23
14.08	.....	23
14.09	.....	23
ARTICLE 15 – GENERAL.....		24
15.01	.....	24
15.02	.....	24
15.03	.....	24
15.04	Jury Duty.....	24
15.05	.....	24
15.06	.....	24
15.07	Tuition Fees.....	25
15.08	.....	25



15.09.....	25
15.10.....	25
15.11.....	25
ARTICLE 16 – DISCHARGE AND TERMINATION.....	26
16.01.....	26
16.02.....	26
16.03.....	26
16.04.....	26
ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY.....	26
17.01 Definition, Notice, Disclosure and Consultation.....	26
17.02.....	26
17.03.....	27
17.04.....	27
17.05 Severance Pay.....	27
17.06 Off Premises Equipment.....	27
ARTICLE 18 – GRIEVANCES.....	27
ARTICLE 19 – SINGLE ARBITRATOR.....	28
ARTICLE 20 – HEALTH AND SAFETY.....	28
20.01 Eye Examinations.....	28
20.02 Pregnancy.....	28
20.03 Office Equipment.....	29
ARTICLE 21 – DURATION.....	30
21.01.....	30
21.02.....	30
APPENDIX "A".....	32
JOB TITLES AND JOB LEVELS.....	32
Differentials.....	32
<b>CATEGORIES, CLASSIFICATIONS AND SALARIES.....</b>	<b>33</b>
<b>CATEGORIES, CLASSIFICATIONS AND SALARIES.....</b>	<b>34</b>
<b>CATEGORIES, CLASSIFICATIONS AND SALARIES.....</b>	<b>35</b>
<b>CATEGORIES, CLASSIFICATIONS AND SALARIES.....</b>	<b>36</b>
APPENDIX "B".....	37
JOB DESCRIPTIONS.....	37
APPENDIX "C".....	44
OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES.....	44
APPENDIX "D".....	45
VARIANCE TO THE COLLECTIVE AGREEMENT BETWEEN CUPE LOCAL 900 AND COPE 378.....	45
APPENDIX "F".....	48
LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378.....	48
APPENDIX "G".....	52

Letter of Understanding – Ron Stewart, CUPE BC Division .....	52
APPENDIX “H” .....	53
LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378 .....	53
Ron Stewart 2009 .....	53
APPENDIX “B” .....	56
Wage Grid (1-Year Rate) .....	56
LETTER OF UNDERSTANDING No. 1 .....	57
SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE .....	57
LETTER OF UNDERSTANDING No. 2 .....	59
HOURS OF WORK .....	59
LETTER OF UNDERSTANDING No. 3 .....	60
LETTER OF UNDERSTANDING No. 4 .....	61
MEMORANDUM OF AGREEMENT #1 .....	62

This Agreement entered into this 18<sup>th</sup> day of December, 2017

**BETWEEN:** C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879  
(hereinafter referred to as the "Employer")

*Party of the First Part;*

**AND:** Canadian Office and Professional Employees Union, Local 378  
(hereinafter referred to as the "Union")

*Party of the Second Part;*

## **ARTICLE 1 – PURPOSE**

### **1.01**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.

### **1.02**

For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or parties require otherwise.

### **1.03**

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

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

### **2.01**

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

### **2.02**

All members shall be required to use their Union Label.

### **2.03**

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions.



The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union with the designation of Local 378 and shall remain the sole property of the Union.

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

### **ARTICLE 3 – UNION SECURITY**

- 3.01** The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available and qualified, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 3.03** Upon commencing employment the Employer will have any new employee complete and sign the COPE 378 membership application card and the dues, initiation, assessments deduction authorization. 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 Job Steward.



### **3.04**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

## **ARTICLE 4 – THE RIGHTS of the EMPLOYER**

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause, the Employer also has the right to establish policy rules and organize the work force subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 18 and 19. COPE 378 members will be instructed not to interpret the Employer's Collective Agreement.

## **ARTICLE 5 – DEFINITION of EMPLOYEES**

### **5.01 Probationary Period**

All new employees, except temporary and casual employees, will be considered probationary for the first sixty (60) working days of employment. After sixty (60) working days employment, an employee will become regular. Effective January 1, 2016.

A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first sixty (60) working days of employment. Effective January 1, 2016.

### **5.02 Regular**

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

### **5.03 Regular Part-Time**

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

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

#### **5.04 Temporary**

- a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Section 5.04(b) below, whereupon such employee shall attain regular status.

A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.

- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Section 11.07.

#### **5.05 Casual**

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

#### **5.06**

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

### **ARTICLE 6 – UNION REPRESENTATION**

#### **6.01**

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

#### **6.02**

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration.

The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.

**6.03**

The Employer recognizes the Union's right to select Stewards and designate Union Representatives to represent its members. The Union agrees to provide the Employer with a list of Stewards, their locations and the name of the Union Representative. The Employer agrees that such Stewards and Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, permission to leave work or meet with an employee during working hours.

**6.04**

Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer.

**6.05**

Leave of absence may be requested by the Union to cover full-time duties as an officer of the Union without loss of seniority or benefits coverage, so long as there is no cost to the Employer and the Union shall pay all benefits monthly.

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

**7.01 Regular Work Day**

A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.

**7.02 Regular Work Week**

A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

**7.03**

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

- a) Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.
- b) Regular part-time will be scheduled for no less than four (4) hours in a day.
- c) The Employer shall specify the hours of work and the schedule of the hours to be worked, for regular part-time employees, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide a minimum one weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.
- d) Where an established practice or procedure is already in place, it will continue.



***NOTE:** The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day fortnight or a four-day work week. Permission will not be unreasonably withheld.*

**7.04**

A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and employee.

***NOTE:** The lunch period may be shortened by mutual agreement between the Employer and the Union, from one (1) hour but not less than one-half (½) hour.*

**7.05**

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.

**7.06 Overtime Premiums**

All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 3, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

**7.07**

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**

Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.

**7.10**

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 regular employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

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 Section 1, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

**ARTICLE 9 – ANNUAL VACATIONS**

**9.01**

- a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days.

Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.

- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

**9.02**

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

**9.03**

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

**9.04**

<b>Years of Service</b>	<b>Vacation Days</b>	<b>Total Vacation Hours</b>
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours



13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

**9.05**

Payment for vacation entitlements outlined in Section 3 above shall be:

- a) 21 and 22 days - eight (8%) percent of gross earnings or current wage rate, whichever is greater.
- b) 23 to 27 days inclusive - ten (10%) percent of gross earnings or current wage rate, whichever is greater.
- c) 28 days and over - twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

**9.06**

On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

**9.07**

Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.

**9.08**

The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.

**9.09 Past Service Credits**

All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

**9.10**

Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

**9.11**

All vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one additional year will not be unreasonably denied.

**ARTICLE 10 – LEAVE of ABSENCE**

**10.01**

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

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

**10.02 Bereavement Leave**

- a) In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, or foster child or foster parent, an employee shall be granted up to five (5) 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 grandparents, grandchildren, spouse's grandparents or grandchildren.
- b) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his or her vacation entitlement.
- c) A half (1/2) day leave of absence shall be granted to an employee to attend a funeral as a pall bearer or mourner for the death of a friend or relative not covered by Article 10.2 (a).
- d) Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

**10.03 Pregnancy and Parental Leave**

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

- b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for the maximum period allowed. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- e) Seniority shall accrue during pregnancy and parental leave.

#### **10.04 Leave for Medical/Dental Appointments**

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twenty (20) hours in any calendar year. Forty-eight (48) hours notice to the Employer is required whenever possible.

#### **10.05 Family Responsibility Leave**

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



## **ARTICLE 11 – SICK LEAVE, WELFARE PLANS and PENSION PLAN**

### **11.01 Sick Leave**

- a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.
- c) Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Section 1, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

The Employer will continue to remit premiums for health, pension and welfare as required during periods on wage indemnity.

### **11.02 Medical Plan**

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

### **11.03 Wage Indemnity Plan**

The COPE Local 378 Weekly Wage Indemnity Plan (1-8-39) plan providing seventy-five (75%) percent of earnings when unable to work due to sickness or accident) shall be made available to all regular and regular part-time employees. The Employer shall pay the full premium cost for the employee's coverage under such plan.

### **11.04 Dental Plan**

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

Coverage is: Part A - one hundred percent (100%)  
Part B - sixty percent (60%)

Part C - sixty percent (60%) (Ortho coverage, with a \$3,000.00 lifetime limit)

**11.05 Extended Health Benefit Plan**

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

Extended health care lifetime limit to be increased to \$1,000,000 effective May 1, 2009.

**11.06 Pension Plan**

All employees commencing employment after July 9, 2009 will be enrolled and participate in the Municipal Pension Plan.

**11.07 Group Life Insurance**

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide eighty thousand dollars (\$80,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits.

**11.08 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.

**11.09 Benefit Plan Coverage**

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

**11.10 Long Term Disability**

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]).

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on his/her return.

**11.11 Employee Assistance Program**

The Employer agrees, upon request from the Union, to enter into discussions, with the intent wherever possible to implement, a mutually agreeable Employee Assistance Program.

## **ARTICLE 12 – WAGES**

### **12.01**

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

### **12.02**

Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.

### **12.03**

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

### **12.04**

Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.

### **12.05**

Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

### **12.06**

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

### **12.07**

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (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 Section 6 foregoing.



**12.08**

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

**12.09**

The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

**ARTICLE 13 – SENIORITY**

**13.01**

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

**13.02**

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

**13.03**

An employee laid-off and placed on the recall list under Article 14, Section 5, will be credited with unbroken seniority upon recall within the recall period.

**13.04**

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

**13.05**

Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.

**13.06**

When on approved leave of absence on Union business under Article 6, Section 6; sick leave and extended sick leave under Article 11, Sections 1 and 3, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10, Section 1, will be credited with accumulative seniority as defined in Section 7.

**13.07**

Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

**13.08**

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

## **ARTICLE 14 – PROMOTION, LAYOFF AND RECALL**

### **14.01**

The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.

Employees who are absent from their place of employment may make a preliminary application for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

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

### **14.02**

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

### **14.03**

When moving to another position an employee shall be allowed a trial period of up to thirty (30) working days. Should the employee be considered unsuitable during the trial period, he/she shall be returned to his/her former position or one of equal rank. Salary shall be at the service step paid prior to moving or the step they might have achieved by service had they not been moved. The Employer, upon request by the employee, shall return them to their former position during the trial period.

### **14.04 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.

**14.05 Notice of Lay-off**

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

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- c) In the event of office closure, Article 17.05 will apply. (This shall not apply to temporary job sites.)

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

**14.06**

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

**14.07 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.

**14.08**

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.

**14.09**

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



## **ARTICLE 15 – GENERAL**

### **15.01**

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

### **15.02**

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

### **15.03**

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit.

Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

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

### **15.04 Jury Duty**

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

### **15.05**

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

### **15.06**

It is agreed by the Parties that the Agreement will be prepared by the Union for sign off by the parties.

**15.07 Tuition Fees**

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

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

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

**15.08**

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

**15.09**

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

**15.10**

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

**15.11**

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) composed of two Union representatives and two Employer representatives, with each party selecting its own representatives. The Committee may call upon additional persons for technical information or advice as agreed by the parties. This Committee shall meet as required by either party or a minimum of once a year for the purpose of discussion and making recommendations to the parties on issues relating to the workplace that affect the parties.

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

The JLMC will not alter the Collective Agreement without the expressed approval of all parties and will not address any issues in the grievance procedure process. Copies of the minutes will be sent to all interested parties.

## **ARTICLE 16 – DISCHARGE AND TERMINATION**

### **16.01**

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

### **16.02**

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

### **16.03**

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

### **16.04**

An employee whose employment is terminated by the Employer, as set forth in Section 1 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.
- d) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
- c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

### **17.02**

Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to



qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.

**17.03**

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

**17.04**

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

**17.05 Severance Pay**

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be 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.

**ARTICLE 18 – GRIEVANCES**

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

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

**STEP 2:** Any grievance must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

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

## **ARTICLE 19 – SINGLE ARBITRATOR**

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

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

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

4. Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## **ARTICLE 20 – HEALTH AND SAFETY**

### **20.01 Eye Examinations**

Employees shall be entitled to the following:

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

### **20.03 Office Equipment**

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

It shall be the Employer's responsibility to ensure that all office equipment meets all WorkSafeBC and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard.

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, 2014**, to and including the **31st day of December, 2017**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, **2013**, or sixty (60) days prior to the 31st of December, in any year subsequent thereto.
- b) When such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.

### 21.02

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

Signed at Burnaby , BC This 18<sup>th</sup> Day of December , 2017

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

	
Trevor Davies – Secretary Treasurer, CUPE BC Division	Brad Bastien - Senior Union Representative (signed on behalf of Barry Hodson)
	
Cindy McQueen – President, CUPE 389	

E&OE

**TRADE UNION EMPLOYER NEGOTIATING COMMITTEE NEGOTIATING FOR:**

C.U.P.E. B.C. Division  
C.U.P.E. Local 23  
C.U.P.E. Local 374  
C.U.P.E. Local 379  
C.U.P.E. Local 389  
C.U.P.E. Local 561  
C.U.P.E. Local 718  
C.U.P.E. Local 728  
C.U.P.E. Local 873  
C.U.P.E. Local 900  
C.U.P.E. Local 1004  
C.U.P.E. Local 3500  
C.U.P.E. Local 3523  
C.U.P.E. Local 3742  
C.U.P.E. Local 4879

## APPENDIX "A"

### JOB TITLES AND JOB LEVELS

#### CATEGORY 1

- Clerk 1

#### CATEGORY 2

- Clerk-Stenographer
- Data Entry Clerk II
- Work Processing Operator I

#### CATEGORY 3

- Clerk-Stenographer
- Data Entry Clerk II
- Work Processing Operator I

#### CATEGORY 4

- Secretary
- Assistant Bookkeeper
- Clerk IV
- Data Control Clerk
- Word Processing Operator II

#### CATEGORY 5

- Confidential Secretary
- Bookkeeper
- Clerk V
- Research Assistant
- Word Processing Operator III
- Computer Operator I

#### CATEGORY 6

- Computer Operator II
- Programmer
- Desktop Publisher
- General Assistant

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

### Differentials

#### Training

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

#### Supervisor

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



**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

<i>Effective January 1, 2014</i>		<i>1.5%</i>		
		<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1</b>				
	Weekly	\$818.03	\$833.30	\$850.20
	Hourly	\$25.17	\$25.64	\$26.16
	Casual/Temporary	\$26.16		
<b>CATEGORY 2</b>				
	Weekly	\$857.68	\$873.93	\$890.18
	Hourly	\$26.39	\$26.89	\$27.39
	Casual/Temporary	\$27.39		
<b>CATEGORY 3</b>				
	Weekly	\$905.78	\$921.70	\$936.98
	Hourly	\$27.87	\$28.36	\$28.83
	Casual/Temporary	\$28.83		
<b>CATEGORY 4</b>				
	Weekly	\$945.75	\$962.33	\$977.28
	Hourly	\$29.10	\$29.61	\$30.07
	Casual/Temporary	\$30.07		
<b>CATEGORY 5</b>				
	Weekly	\$985.40	\$1,001.98	\$1,016.93
	Hourly	\$30.32	\$30.83	\$31.29
	Casual/Temporary	\$31.29		
<b>CATEGORY 6</b>				
	Weekly	\$1,057.55	\$1,057.55	\$1,057.55
	Hourly	\$32.54	\$32.54	\$32.54
	Casual/Temporary	\$32.54		

**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

<i>Effective January 1, 2015</i>		<i>1.5%</i>		
		<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1</b>				
	Weekly	\$830.38	\$845.65	\$862.88
	Hourly	\$25.55	\$26.02	\$26.55
	Casual/Temporary	\$26.55		
<b>CATEGORY 2</b>				
	Weekly	\$870.68	\$886.93	\$903.50
	Hourly	\$26.79	\$27.29	\$27.80
	Casual/Temporary	\$27.80		
<b>CATEGORY 3</b>				
	Weekly	\$919.43	\$935.68	\$950.95
	Hourly	\$28.29	\$28.79	\$29.26
	Casual/Temporary	\$29.26		
<b>CATEGORY 4</b>				
	Weekly	\$960.05	\$976.63	\$991.90
	Hourly	\$29.54	\$30.05	\$30.52
	Casual/Temporary	\$30.52		
<b>CATEGORY 5</b>				
	Weekly	\$1,000.03	\$1,016.93	\$1,032.20
	Hourly	\$30.77	\$31.29	\$31.76
	Casual/Temporary	\$31.76		
<b>CATEGORY 6</b>				
	Weekly	\$1,073.48	\$1,073.48	\$1,073.48
	Hourly	\$33.03	\$33.03	\$33.03
	Casual/Temporary	\$33.03		

**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

<i>Effective January 1, 2016</i>		<i>2%</i>		
		<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1</b>				
	Weekly	\$846.95	\$862.55	\$880.10
	Hourly	\$26.06	\$26.54	\$27.08
	Casual/Temporary	\$27.08		
<b>CATEGORY 2</b>				
	Weekly	\$888.23	\$904.80	\$921.70
	Hourly	\$27.33	\$27.84	\$28.36
	Casual/Temporary	\$28.36		
<b>CATEGORY 3</b>				
	Weekly	\$937.95	\$954.53	\$970.13
	Hourly	\$28.86	\$29.37	\$29.85
	Casual/Temporary	\$29.85		
<b>CATEGORY 4</b>				
	Weekly	\$979.23	\$996.13	\$1,011.73
	Hourly	\$30.13	\$30.65	\$31.13
	Casual/Temporary	\$31.13		
<b>CATEGORY 5</b>				
	Weekly	\$1,020.18	\$1,037.40	\$1,053.00
	Hourly	\$31.39	\$31.92	\$32.40
	Casual/Temporary	\$32.40		
<b>CATEGORY 6</b>				
	Weekly	\$1,094.93	\$1,094.93	\$1,094.93
	Hourly	\$33.69	\$33.69	\$33.69
	Casual/Temporary	\$33.69		



**APPENDIX "A"**

**CATEGORIES, CLASSIFICATIONS AND SALARIES**

<i>Effective January 1, 2017</i>		<i>1.5%</i>		
		<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1</b>				
	Weekly	\$859.65	\$875.49	\$893.30
	Hourly	\$26.45	\$26.94	\$27.49
	Casual/Temporary	\$27.49		
<b>CATEGORY 2</b>				
	Weekly	\$901.55	\$918.37	\$935.53
	Hourly	\$27.74	\$28.26	\$28.79
	Casual/Temporary	\$28.79		
<b>CATEGORY 3</b>				
	Weekly	\$952.02	\$968.85	\$984.68
	Hourly	\$29.29	\$29.81	\$30.30
	Casual/Temporary	\$30.30		
<b>CATEGORY 4</b>				
	Weekly	\$993.92	\$1011.07	\$1026.91
	Hourly	\$30.58	\$31.11	\$31.60
	Casual/Temporary	\$31.60		
<b>CATEGORY 5</b>				
	Weekly	\$1035.48	\$1,052.96	\$1,068.80
	Hourly	\$31.86	\$32.40	\$32.89
	Casual/Temporary	\$32.89		
<b>CATEGORY 6</b>				
	Weekly	\$1,111.35	\$1,111.35	\$1,111.35
	Hourly	\$34.20	\$34.20	\$34.20
	Casual/Temporary	\$34.20		

## **APPENDIX "B"**

### **JOB DESCRIPTIONS**

The following job descriptions are intended to describe the type of work performed within the six categories. The titles are not intended to restrict the Employer's ability to transfer a worker to other titles within a category or even other categories in order to maximize the use of a workers' time. This transferability shall not be construed to mean that a worker will be able to perform all the work itemized under other titles within a category.

These descriptions cover workers employed in Union offices.

#### **CATEGORY 1**

##### **Clerk 1**

A worker under direct supervision, whose duties may include:

- typing envelopes and lists;
- sorting and collating material;
- mail distribution;
- answering telephones (excluding PABX);
- operating office equipment (level 1).

Qualifications: Grade 10 or six (6) months' office experience.

#### **CATEGORY 2**

Level of Work: No word processing, only data entry; using spread-sheets to do data entry only.

##### **Clerk II**

A worker, under supervision, whose duties may include:

- typing stencils, letters and reports from draft copy;
- operating a telephone switchboard;
- acting as a receptionist;
- operating office equipment (levels 1 & 2).

Qualifications: Grade 11 or six (6) months' related experience including the use of some related Level 1 and 2 equipment.

##### **Data Entry Clerk I**

A worker, under supervision and with no previous experience or training, whose duties may include:

- copying data input to a computer, punch cards or magnetic media from prepared and balanced lists or reports;
- operating keypunch, terminal verifying, bursting, decollating or sorting machine;
- performing clerical duties in sorting, filing and maintaining card files;

- assisting in other data processing clerical duties.

After not more than six (6) months' service, the incumbent will automatically proceed to the six (6) month step of Data Entry Clerk II.

Qualifications: Grade 11 or six (6) months' related experience including the use of some related Level 1 and 2 equipment.

### **CATEGORY 3**

Level of Work: W.P.O. I – basic word processing.

#### **Clerk-Stenographer**

A worker, with or without supervision, whose duties may include:

- taking dictation - shorthand/stenotype/dictation;
- transcribing dictation;
- maintaining files;
- locating information from files;
- receiving cash at counter and issues receipts;
- operating office equipment (Levels 1, 2 and 3);
- maintaining enrolment records in a Health and Welfare Office (tasks outlined in Appendix "C");
- receiving and responding to routine office enquiries by phone; at counter or by correspondence (pre-set form letters).

Qualifications: Grade 12 plus six (6) months' related experience including the use of some related Level 3 equipment.

#### **Data Entry Clerk II**

A worker with previous experience or training, with or without supervision, whose duties may include:

- copying data input to a computer, punch cards or magnetic media, from prepared and balanced lists or reports;
- operating keypunch, terminal verifying, bursting, decollating or sorting machines;
- performing clerical duties in sorting, filing and maintaining card files;
- assisting in other data processing clerical tasks.

Qualifications: Formal data entry training or twelve (12) months' related experience.

#### **Word Processing Operator 1 (Memory Typewriter, Level 3)**

A worker who has a thorough knowledge of word processing procedures, the specific capabilities of the equipment and its applications to the work.

The position requires periodic training on the updating of the equipment. All work is subject to checking to ensure compliance with established standards of performance.

Duties may include typing a variety of materials, such as:



- lengthy and complex documents;
- technical material;
- figures;
- form letters and forms;
- revising materials according to editing instructions.

This equipment shall not be used by the incumbent to perform any of the following: data communication, financial/accounting/bookkeeping, mathematical or statistical applications.

Qualifications: Grade 12 plus six (6) months' related experience including the use of a personal computer used for basic word processing.

#### **CATEGORY 4**

Level of Work: W.P.O. 2 – intermediate: sort, merge, tables, columns.

A worker who is required to perform a variety of office operations with or without supervision. The work generally involves all phases of routine office duties, including bookkeeping and allied machines. The use of independent judgement relating to Employer's direction is required.

#### **Secretary**

Duties may include:

- acting as a secretary to one or more persons;
- taking minutes of meetings in shorthand or by stenotype, or similar machines;
- answering questions and supplying information as directed by Employer.

Qualifications: Grade 12 plus two (2) years' related experience or successful completion of a recognized secretarial program plus one (1) year's related experience.

#### **Assistant Bookkeeper**

Duties may include:

- performing basic bookkeeping;
- preparing invoices and bills;
- receiving dues and incoming cash from the membership at desk or window or by mail;
- examining and counting money;
- writing receipts;
- entering receipts on cards or other records;
- making change;
- cashing cheques.

Under Supervision:

- maintaining membership records;
- posting to ledger, cash book, journal or file cards;
- setting up and keeping simple bookkeeping records as directed.

Qualifications: Grade 12 plus two (2) years' related experience or successful completion of basic bookkeeping courses plus one (1) year's related experience.

#### **Clerk IV**

A worker in a Health and Welfare Office **whose duties may include:** (tasks outlined in Appendix "C")

- maintaining hour bank and contribution records;
- answering member and Employer enquiries;
- validating claims for payment.

Qualifications: Grade 12 plus two (2) years' related experience or successful completion of an office systems program plus one (1) year's related experience.

#### **Data Control Clerk**

A worker, with minimal supervision, whose duties may include:

- receiving and compiling data processing material such as:
- Employer reports;
- hour bank records;
- Union dispatch information;
- other applicable reports.
- preparing all complicated cash and cheques for deposit;
- compiling inflow and storage of data processing tapes, discs, etc.;
- preparing any special reports and assisting with keypunch duties when required;
- performing other clerical and data processing functions as may be assigned.

Qualifications: Grade 12 plus two (2) years' related experience or formal data control training plus one (1) year's related experience.

#### **Word Processing Operator II (Equipment, Level 4)**

A worker whose duties, in addition to those of Word Processing Operator I, may include:

- operating personal computers and related peripherals, i.e. page readers, sheet feeders or line printers to utilize basic and advanced features of specialized word processing software;
- producing a wide variety of materials including the use of statistical, mathematical or financial applications.

Duties under this category may include acting as a **Dispatcher**

- supplying job information to Employers and Union members regarding filling job vacancies, available manpower, wage rates;
- receiving requests from Employers for help;
- dispatching members to job sites;
- providing job location and contact name to member;
- checking dues paid and member in good standing as directed by Employer;
- maintaining manual or computerized dispatch records.

Qualifications: Grade 12 plus two (2) years' related experience or successful completion of word processing courses plus one (1) year's related experience.

## **CATEGORY 5**

Level of Work: W.P.O. 3 – advanced: math columns; writing macros; designing and implementing spread-sheets; manipulating but not writing d base.

### **Confidential Secretary**

- acts as a confidential secretary to one (1) or more persons;
- takes minutes in shorthand, or by stenotype or similar machine, of meetings, e.g. Executive Board, Trustees, in-camera;
- answers questions and supplies information.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of a recognized secretarial program plus two (2) years' related experience.

### **Bookkeeper**

A worker who keeps a full set of books for recording Union transactions and/or whose work involves some of the following:

- preparing payrolls, banking, filing, etc.;
- stenographic work and a variety of office duties;
- posting and balancing subsidiary ledgers, cash books and journals;
- journalizing transactions where judgement is involved as to accounts affected;
- posting ledgers and trial balances;
- may also prepare accounting statements as directed by the Employer;
- this work may be done either manually or with a computer.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of bookkeeping courses plus two (2) years' related experience.

### **Clerk V**

In a Health and Welfare office may perform all, or a majority of tasks in **Clerk IV** (see Appendix "C" for tasks), plus:

- assuming full responsibility for keeping a set of records to record benefit plan transactions;
- investigating complex claims;
- recommending settlement payments regarding members/money or hours.

The above duties would be similar in complexity to the work of a bookkeeper.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of an office systems program plus two (2) years' related experience.

### **Research Assistant**

A worker, with or without supervision, whose duties may include:

- researching information as requested by staff representatives and full-time officers.

This may include economic and statistical analytical reports such as briefs for arbitration, educational material, etc.



Research is done within established Union policy guidelines.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of related post secondary or trade Union courses, plus two (2) years' related experience.

### **Word Processing Operator III (User programmable control)**

A worker who, in addition to the duties of Word Processing Operator II, uses a manufacturer supplied programming language to develop or write programs to do the various application functions required.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of word process courses plus two (2) years' related experience.

### **Computer Operator I**

A worker who has a basic knowledge of the operating system of a micro-computer and operates a micro-computer using e.g. PC DOS, MS DOS, OS/2, PS/2 and peripheral equipment in the preparation and processing of a variety of reports, records, statistics, statements or related material and where applicable:

- takes responsibility for the validity of data submitted and the accuracy of processed material;
- executes backup procedures and maintains accuracy of the backup library.
- takes responsibility for the start up and shut down procedures of the computer.
- maintains and cleans equipment to manufacturer specifications.
- co-ordinates operations of input, backup and month-end runs, etc. to ensure a smooth flow of work and the efficiency of operations;
- monitors program runs and determines equipment failures;
- corrects those of a routine nature;
- rearranges operations sequence steps to maintain operating efficiency.

NOTE: Basic knowledge is understood to mean the interactive use of not more than forty (40) commands, and to explicitly exclude knowledge of programming of the configuration or batch files, and to further exclude the use of system Editors, Debug Utilities, or Programming Languages.

Qualifications: Grade 12 plus three (3) years' related experience or successful completion of a certificate program in computer systems plus two (2) years' related experience.

## **CATEGORY 6**

Level of Work: d base, Fox Pro, Paradox etc., design, implement.

### **Computer Operator II-Programmer**

A worker who, **in addition to the duties of Computer Operator I**, has considerable knowledge of **a computer or computer network**, the principles and practices of data base management as related to the access and retrieval of information **or** has experience or training in the programming language in which the application programs are written and who performs:

- liaison with other departments to determine their new needs;
- liaison with analysts to determine better methods for current work or best methods for new work;
- editing, under supervision or instruction of analyst, major applications programs;
- writing or editing, with or without supervision, minor applications programs;
- planning, organizing, controlling computer operations and all related duties, with or without supervision.

Qualifications: Grade 12 plus four (4) years' related experience or successful completion of a diploma program in computer systems plus one (1) year's related experience.

### **Desktop Publisher**

A worker who, in addition to the duties of Word Processing Operator III, has advanced knowledge in the use of specialized software, (e.g. Ventura, Pagemaker) to prepare camera-ready work, such as but not limited to:

- kerning
- lay-out
- specialized graphics, other than Clipart
- photographic percentage scale reductions, typography
- POSTSCRIPT Printing/Programming
- a "Draw" program such as Corel or Illustrator

NOTE: This is not to assume that the use of Ventura simply as a Word Processor qualifies at this category.

Qualifications: Grade 12 plus four (4) years' related experience or successful completion of desktop publishing courses plus two (2) years' related experience.

### **General Assistant**

A worker who, in addition to his/her regular duties, has responsibility for such things as:

- allocation of work
- setting priorities of workload
- training new employees

NOTE: The General Assistant would be entitled to the Supervisor Differential.

## **APPENDIX "C"**

### **OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES**

#### **LEVEL 1**

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

#### **LEVEL 2**

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

#### **LEVEL 3**

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

#### **LEVEL 4**

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

## APPENDIX "D"

### VARIANCE TO THE COLLECTIVE AGREEMENT BETWEEN CUPE LOCAL 900 AND COPE 378

#### ARTICLE 5 - DEFINITION OF EMPLOYEES

##### 5.01 Probationary Period

All new employees will be considered probationary for the first thirty (30) days of employment. After thirty (30) days employment an employee will become regular. Employees working on an irregular basis will be considered probationary for the first twenty (20) days of employment.

##### 5.02 Regular

Deleted

##### 5.03

Employees working less than full time shall receive:

The value of benefit referred to in Article 11.02, 03, 05, 06, 07 and 08.

Sick leave entitlement shall be on a pro rata basis consistent with time employed. Statutory holidays on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.

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 provided in Article 9.

##### 5.04

Deleted

##### 5.05

Deleted

##### 5.06

Deleted

#### ARTICLE 6 - UNION RECOGNITION

##### 6.03

Deleted "within reason"



**6.04**

Leave of Absence requested by the Union for an employee to attend to Union business shall be granted by the Employer.

**ARTICLE 7 - HOURS OF WORK AND OVERTIME**

Amendments made at the time of negotiation have been incorporated into the existing COPE Agreement.

**ARTICLE 8 - STATUTORY HOLIDAYS**

**8.01**

Add New Year's Eve Day, Christmas Eve Day and Heritage Day

**8.02**

That amendment has been incorporated into the existing COPE agreement.

**ARTICLE 9 - ANNUAL VACATION**

**9.02**

Each employee who completed three (3) years of service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

**9.03**

For each year of service in excess of three (3) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

**9.06**

Each employee will receive on or about their anniversary date each year a vacation bonus of thirty-four (34%) percent of the employee's total vacation pay in the previous year.

**ARTICLE 10 - LEAVE OF ABSENCE**

**10.02 Bereavement Leave**

Change leave time from three (3) days to five (5) days in the case of death of spouse, common-law spouse, child or parent. The rest is the same as the current Agreement.

**ARTICLE 13 - SENIORITY**

**13.04**

Deleted

**13.05**

Deleted

## **ARTICLE 14 - PROMOTION, LAYOFF AND RECALL**

### **14.05 Notice of Layoff**

All employees shall be given in writing the following notice of layoff or salary in lieu of notice:

Four (4) week's notice where an employee has been employed less than three (3) years.

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) week's notice.

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

## **ARTICLE 15 - GENERAL**

### **15.04 Jury Duty**

Amendments have been incorporated into existing Collective Agreement.

### **15.07 Tuition Fees**

Amendments have been incorporated into existing Collective Agreement.

## **ARTICLE 16 - DISCHARGE AND TERMINATION**

### **16.02**

Deleted

## **ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

### **17.01 Definition, Notice, Disclosure and Consultation**

Amendments have been incorporated into existing Collective Agreement.

### **17.02**

Add: 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 which the employee is entitled plus all other benefits.

## APPENDIX “F”

### LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378

This letter is attached to and forms part of the CUPE BC and Locals collective agreement but applies only to the employees of CUPE BC Division and sets no precedent for any other Trade Union Offices.

The parties agree to replace Articles 7.01; 7.02 and 7.06 with:

#### 7.01 Regular Weekly Hours

The regular working week shall consist of thirty (30) hours for the office and clerical staff divided into five (5) days from Monday to Friday inclusive.

#### 7.02 Regular Daily Hours

The regular working day shall consist of six (6) hours, between 8:30 am and 4:00 pm for the office and clerical staff.

#### 7.06 Overtime

All hours worked in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. For computing an hourly rate on which overtime will be paid, the wage rate in Appendix “A” of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day.

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In no case shall overtime be accumulated beyond twelve (12) months.

At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.

And Article 8.01 with:

#### 8.01 List of Holidays

Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	Christmas Day Eve
Family Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	New Year's Eve Day
Victoria Day	Remembrance Day	

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

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.

All days between Christmas and New Year's Day shall be time off with pay as described in Appendix "D" attached.

**APPENDIX "D"**

**Christmas/New Year's Shut Down**

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					23	24	25	26	27	28	29	30	31	1	2	3	
					22	23	24	25	26	27	28	29	30	31	1	2	3

And Articles 9.01, 9.02, 9.03, 9.04 and 9.05 with:

**9.01**

- a) Employees shall be entitled to vacations in accordance with length of service to become due on the anniversary date of the employee as follows:

Less than 1 year of service	1 2/3 days per month
After 1 year of service	4 weeks per year
After 5 years of service	5 weeks per year
After 10 years of service	6 weeks per year
After 15 years of service	7 weeks per year
After 20 years of service	8 weeks per year
After 25 years of service	9 weeks per year

- b) **Vacation Bonus**

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in June of each year. The employee shall make his/her choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will be included as a pensionable earning.



Add Appendices "A" (Categories, Classification and Salaries) and Appendices "B" (Job Descriptions)

**APPENDIX "A"**

**Salary Schedule (continued)**

	<b>January 1, 1999</b>		<b>July 1, 1999</b>	
	<b>Start</b>	<b>1 Year</b>	<b>Start</b>	<b>1 Year</b>
Administrative Assistant	880.05	893.02	888.85	901.95
Research Assistant				
Technology Assistant				
Job Evaluation Assistant				
Legal Assistant				
Wage & Salary Analyst				
Senior Collective Agreement Analyst				
Bookkeeper I	846.24	863.05	854.70	871.68
Executive Secretary	827.83	844.66	836.10	853.11
Technology Analyst				
Collective Agreement Analyst				
Information Clerk I				
Personnel Clerk	815.59	832.41	823.75	840.74
Bookkeeper II				
Information Clerk II	810.67	827.49	818.78	832.77
Secretary (one clerical office)	806.55	823.40	814.61	831.64
Purchasing & Receiving Clerk	805.46	822.28	813.51	830.50
Secretary	793.48	810.28	801.42	818.39
Permanent Part-Time Secretary	26.45/hr	27.01/hr	26.71/hr	27.28/hr
Clerk-Typist (one clerical office)	780.97	797.80	788.78	805.78
Statistical Clerk-Typist				
Permanent Part-Time Clerk-Typist	25.60/hr	26.07/hr	25.86/hr	26.33/hr
Clerk-Typist	768.00	782.13	755.68	789.95
Receptionist/Clerk-Typist				
Receptionist				
Machine Operator				

It is agreed that whatever wage increase that is negotiated for the employees of the CUPE Regional Office shall apply to this salary schedule.

The parties further agree to in good faith to try to place the employees in the CUPE ATSU, CSU, OPEIU 491 Pension Plan and on to the CUPE National Office's Welfare Plan.



**APPENDIX "G"**

**Letter of Understanding – Ron Stewart, CUPE BC Division**

*Original Letter Dated January 6, 2009*

Barry Hodson  
Business Representative  
COPE 15  
14625 108<sup>th</sup> Avenue  
Surrey, BC V3R 1V9

Re: Letter of Understanding – Ron Stewart, CUPE BC Division\_\_\_\_\_

Please find enclosed four copies of a Letter of Understanding that you need to sign.

Once all are signed, please keep one copy for the Union office and return the remaining three copies to our office, attention to Lori Watt, Shop Steward. We can send a courier to pick them up if you like.

Please also find enclosed a completed Union application form for Ronald Stewart.

If you have any questions, please contact Darci Forsythe at 604-291-9119 ext. 267 until January 19, 2009 at which point Lori Watt will be back in the office at ext. 321.

Thank you in advance for your speedy response.

In Solidarity,"

*Original signed by Darci Forsythe, CUPE BC Division*

## **APPENDIX “H”**

### **LETTER OF UNDERSTANDING BETWEEN CUPE BC DIVISION AND COPE 378 Ron Stewart 2009**

This letter is attached to and forms part of the CUPE BC and Locals collective agreement but applies only to the employees of CUPE BC Division and sets no precedent for any other Trade Union Offices.

The parties agree to replace Articles 7.01; 7.02 and 7.06 with:

#### **7.01 Regular Weekly Hours**

The regular working week shall consist of twenty (20) hours for the office and clerical staff divided into three (3) days from Monday to Friday inclusive.

#### **7.02 Regular Daily Hours**

The regular working day shall consist of the following:

Monday – 6 hours  
Tuesday – 7 hours  
Wednesday – 7 hours

Normal hours will be between 8:30 am and 4:00 pm.

However, where agreement can be reached locally between the employee and the Employer, such a schedule can be changed. The Union will then be notified in writing.

#### **7.06 Overtime**

All hours worked in excess of eight (8) hours on any given day shall be considered as overtime and shall be paid for at the rate of time and one-half the employee's regular rate of pay up to three (3) hours. After three (3) hours, double the employee's regular rate of pay. Additionally, any hours worked in excess of 30 hours worked in a week will be deemed overtime and paid accordingly. For computing an hourly rate on which overtime will be paid, the wage rate in Appendix “B” of this Agreement shall be divided by thirty (30).

For purposes of calculating overtime, paid leave provided by this Agreement shall be considered part of the regular scheduled working day.

Employees choosing to take time off in lieu of overtime worked shall receive time off at the applicable overtime rate, at a time mutually agreed to between the employee and the Employer. In no case shall overtime be accumulated beyond twelve (12) months. At that time, if agreement cannot be reached for lieu time off, payment will be made at the rate applicable at the time the overtime was worked.



And Article 8.01 with:

### 8.01 List of Holidays

Employees shall be given the following holidays without deduction of pay:

New Year's Day	Canada Day	Christmas Day Eve
Heritage Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	New Year's Eve Day
Queen's Birthday	Remembrance Day	

And such others as are proclaimed as holidays by the federal, provincial or municipal government.

All days between Christmas and New Year's Day shall be time off with pay as described in Appendix "D" attached.

And Articles 9.01, 9.02, 9.03 and 9.05 with:

### 9.01

- a) Employees shall be entitled to vacations in accordance with length of service to become due on the anniversary date of the employee as follows:

Less than 1 year of service	1 2/3 days per month
After 1 year of service	4 weeks per year
After 5 years of service	5 weeks per year
After 10 years of service	6 weeks per year
After 15 years of service	7 weeks per year
After 20 years of service	8 weeks per year
After 25 years of service	9 weeks per year

### b) Vacation Bonus

In addition to pay for the above, there shall be an additional payment of \$200.00 for every week of vacation entitlement to be known as vacation bonus. The employee will have the choice of receiving his/her bonus either on his/her anniversary date or the first pay period in June of each year. The employee shall make his/her choice known to the Employer no later than April 30, in any given year. The vacation bonus payments will be included as a pensionable earning.

It is further agreed that the Employer will pay the employee the hourly Assistant Accountant rate of \$52.17 as per the Appendix "B" Wage Grid (attached).

It is further agreed that the Employer will make Brother Stewart's medical and extended health benefits effective January 1, 2009.

This agreement to take effect January 1, 2009.

**SIGNED ON BEHALF OF THE EMPLOYER    SIGNED ON BEHALF OF THE UNION**

*Party of the First Part;*

*Party of the Second Part;*

<i>As previously signed</i>	<i>As previously signed</i>
Barry O'Neill - President	Barry Hodson— Business Representative
<i>As previously signed</i>	<i>As previously signed</i>
Mark Hancock – Secretary Treasurer	Lori Watt – Shop Steward

**APPENDIX "D"**

**Christmas/New Year's Shut Down**

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					23	24	25	26	27	28	29	30	31	1	2	3	
					22	23	24	25	26	27	28	29	30	31	1	2	3

**APPENDIX “B”**

**Wage Grid (1-Year Rate)**

	Jan 1, 2006	Jan 7, 2007	Jan 1, 2008	Jan 1, 2009
National Director	97,185	99,129	101,607	104,147
Executive Assistant	98,512	100,482	102,994	105,569
Managing Director				
Assistant National Director	93,449	95,319	97,701	100,144
Solicitor				
National Coordinator				
Regional Director	97,185	99,129	101,607	104,147
Assistant Regional Director	93,449	95,319	97,701	100,144
Senior Economist	89,609	91,401	93,686	96,028
Senior Officer	85,363	87,070	89,247	91,478
Representative				
Administrative Officer (CSU)				
Administrative Officer (ATSU)	83,648	85,322	87,455	89,641
Accountant				
Administrative Officer (CEU)	85,363	87,070	89,247	91,478
Assistant Accountant	75,941	77,460	79,397	81,382
Systems Analyst				
Systems Support Specialist				
Translator	71,657	73,090	74,917	76,790

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879**

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

**SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE**

- (a) The COPE and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - ( i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - ( ii) a reprisal, or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
  - ( i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the 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 ten (10) 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.













**MEMORANDUM OF AGREEMENT #1**

**BETWEEN: C.U.P.E. BC DIVISION, CUPE LOCALS 23, 374, 379, 389, 561, 718, 728, 873, 900, 1004, 3500, 3523, 3742, 4879**

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

This letter will apply to those employees covered by the COPE Pension Plan.

Employer contributions to COPE 15 Pension Plan shall be eleven (11%) of salary.

- a) 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
- b) Contributions shall be made for all employees who are not covered by Employer's existing pension plans
- c) The Employer shall make payment to the Trustees of the COPE Pension Plan, by a single payment made by the fifteenth (15<sup>th</sup>) of the month following that which payment covers, to an agency designated for that purpose by the COPE.
- e) COPE Local 378 will send a copy of the annual statement of the Pension Plan to the President of each Local, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

**SIGNED ON BEHALF OF THE EMPLOYER      SIGNED ON BEHALF OF THE UNION**

*Party of the First Part;*

*Party of the Second Part;*

David Ginter – President, CUPE Local 561	Barbara Junker - Union Representative
Mark Hancock – President, CUPE Local 1004	Nadine Ford – Bargaining Committee
	Lori Watt – Bargaining Committee