

COLLECTIVE AGREEMENT

Between

UNIFOR LOCAL 114

(hereinafter referred to as the "Local")



And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

September 1, 2022 to August 31, 2025

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PREAMBLE TO THE AGREEMENT

It is understood that the Local Representatives together with the elected officers, have a joint responsibility to carry out the programs and policies of the total union, adopted by Conventions, Councils, the National Executive Board and our own Local Executive Board. Except for rare circumstances all Local Representative before they were appointed or elected were members within our own bargaining units and therefore understand the political process within the Unifor and our Local.

The Local elected leadership clearly recognizes the important role the Local Representatives play in the success of our Local, carrying out the mandate laid down in our Constitution and Local By-Laws, and within that framework will attempt to provide a measure of security, wages, benefits and conditions that reflect the importance of the staff to our Local.

ARTICLE 1

1.01 Parties to the Agreement

This Agreement is made and entered into by and between:

Unifor Local 114
(hereinafter termed the "Local")

PARTY OF THE FIRST PART

-and-

MoveUP
(Canadian Office and Professional Employees Union, Local 378)
(hereinafter termed the "Union")

PARTY OF THE SECOND PART

As evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

1.02 Purpose of the Agreement

It is the intent of the Parties through this agreement to:

- a) Establish and maintain harmonious relations between the Local and the Union and between the Local and its employees represented by the Union;
- b) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Local who are subject to the provisions of this Agreement;
- c) Provide and equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- d) Establish and maintain collective bargaining relations between the Local and the Union.

ARTICLE 2 - RECOGNITION

2.01

- a) The Local agrees to recognize MoveUP as the exclusive bargaining agent for all employees as defined in the bargaining unit certification dated March 29, 2017. Any new positions created shall be considered to come within the terms of this Agreement.
- b) A full-time, regular employee is an employee who is hired to perform work of a continuing nature on a full-time basis.
- c) The Local shall not hire or use temporary employees to avoid the continuance, creation, or filling of positions for or by full-time regular employees. The Local shall not hire or use temporary employees that would result in the continued layoff of displacement of any full-time regular employees.
- d) The Local agrees there will be no work normally or properly performed by bargaining unit staff assigned to persons outside the bargaining unit that would result in the reduction of bargaining unit hours. The servicing work performed by the President, as per the Unifor Local 114 by-laws is consistent with this Article.
- e) When the Local identifies a temporary vacancy, it shall inform the Union prior to filling the position.
- f) While an employee is employed by Unifor Local 114 as a representative, the employee, at their determination, may maintain their Unifor membership in their Local Union by the payment of dues and shall be entitled to attend Local Union functions with full voice but no vote.

2.02

The Collective Agreement shall use gender neutral terms.

2.03

The Union shall prepare and print the Collective Agreement.

2.04 Union Insignia

- a) A Union member shall have the right to discreetly wear or display the recognized insignia of the Union.

ARTICLE 3 – UNION MEMBERSHIP

3.01 Membership

The Local agrees that all employees covered by this agreement, as per Article 2.01, shall, as a condition of employment, become and remain members of the Union. New employees, hired subsequent to the signing of this agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Local.

3.02 Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's wages or salary the amount of the regular monthly dues and any other dues, levies, assessment, fees or fines owing or payable to the Union as established by the Union.

3.03

The Local 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 (15th) 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(s) together with a list of employees from whom such deductions were made, said list shall include the following:

- a) Employee ID number
- b) Name – address
- c) Monthly salary
- d) Amount of dues deducted
- e) Job category
- f) Job title
- g) Employee status
- h) Date of Hire
- i) Work Location
- j) Telephone number, except where employees have expressly indicated to the Local that their number is unlisted

3.04 Employee Information

Within thirty (30) days of ratification, and upon reasonable request from the Union, the Local will provide the information indicated in Article 3.03 above.

3.05

The Local agrees that as part of their introduction to the workplace, all new employees shall have the opportunity to meet with a MoveUP designated representative, for an orientation session within their first week of employment or as soon as possible if a representative is not available in the first week. It is understood the meeting shall take place during normal working hours, for a duration to a maximum of thirty (30) minutes.

ARTICLE 4 – LOCAL RIGHTS

4.01

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

ARTICLE 5 – BULLYING AND HARASSMENT

5.01

The Union and the Local recognize the right of employees to work in an environment free from bullying and harassment, and shall take such actions as are necessary to provide this environment. Harassment can be sexual and/or personal; neither will be tolerated. This Article applies to all persons in the workplace.

- a) **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 of advance or inappropriate touching and sexual assault;
 - ii. A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- b) **Personal harassment** means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the British Columbia Human Rights Code (race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
- c) **Bullying** refers to vexatious behavior taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behavior that has a lasting harmful effect on an employee may also constitute bullying.

Procedures:

- i. An employee who wishes to pursue a concern arising from an alleged violation of this policy shall submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence to their Union Representative. The Union Representative shall then raise the concerns directly to the appropriate Representative(s) of the Local. Complaints of this nature shall be treated in strict confidence by both the Union and the Local. 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 Article 5.01(iii) herein.

- ii. An alleged offender shall be given notice of the substance of such a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this Article.
- iii. An employee who wishes to pursue a concern arising from a violation of this Article may submit a grievance. Incidents occurring prior to the identified 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 allegation being grieved.
- iv. Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Local may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 12.
- v. Pending determination of the complaint, the Local may take interim measure to separate the complainant and respondent concerned if deemed necessary.
- vi. Harassment is not:

Harassment is in no way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.

ARTICLE 6 – COMMITTEES

6.01

The Local agrees to recognize a committee of two (2) members selected by the Union, plus a MoveUP Union Representative, as a committee for negotiating/bargaining purposes. Such members shall suffer no loss of salary carrying out these functions, and shall be granted Leave of Absence pursuant to Article 15.06.

6.02

It is mutually agreed that a Labour-Management Committee shall be established consisting of two (2) representative of MoveUP and two representatives of the Local. This committee shall meet from time to time to attempt to resolve workplace-related problems.

6.03

The Local shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may from time to time bring to the attention of the Local any suggestions in this regard, and also any other suggested improvements regarding conditions at work. The parties agree that they shall abide by the British Columbia WCB Health and Safety Regulations.

ARTICLE 7 – HOURS OF WORK

7.01 Office Hours

The office hours of the local offices shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday.

7.02 December Office Closure

The December office closure shall be from December 25th to January 1st each year.

It is hereby understood that the following will be done during the above period each year.

The office will be closed; however, employees are expected to perform work away from the office and must phone in on a regular basis to check their mailboxes (telephone messages) for anything that may have to be dealt with in an emergency situation, unless the employee is on vacation.

7.03 Variable Hours of Work

- a) Office hours at the Unifor Local 114 New Westminster location (Victoria location for the Island Representative) shall be from 8:30 am to 4:30 pm, Monday through Friday, and employees will be required to be in the office on an as needed basis or as directed by the Local President or designate.
- b) Staff covered by this Collective Agreement are responsible for determining their work schedules in carrying out their associated responsibilities. In this sense, they are self-directed. Minimum hours of work for full time employees shall be 40 hours per week.
- c) Employees may, on occasion, have to be available outside of the normal hours of work. In lieu of claiming overtime from Monday to Friday, employees shall receive the day off, without loss of pay on the day prior to a statutory holiday, wherever possible, excluding Christmas, Boxing Day, New Year's Day, Easter Monday and Birthday.

7.04

When away from the office, employees shall inform the Local support staff of their location and availability. The Local support staff shall update the sign in sign out sheets. If reasonable employees will return to their respected office locations at the conclusion of the business outside of the office.

7.05 Compensating Time Off for Assignment Coverage

Employees shall be credited with one (1) day off with pay for each week they are assigned to cover another employees' assignment due to absences such as vacation and sick leave.

ARTICLE 8 – SENIORITY

8.01 Definition of Seniority

Seniority shall be defined as the length of an employee's continuous service with the Local within the bargaining unit, subject to the provisions of this Article.

8.02 Calculation of Seniority – General

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an employee is first employed by the Local within the bargaining unit.

(b) Seniority Accrual When Absent from Work

Seniority shall continue to accrue for any employee who is absent from work due to layoff; Paid Holidays; lieu days; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work.

8.03 Seniority List

(a) The Local shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, designated permanent headquarters, and seniority date of each employee in the bargaining unit.

(b) The seniority list shall be provided to the Union upon their request.

8.04 Loss of Seniority

An employee shall lose his or her seniority only in the event that:

(a) the employee is discharged or terminated for just cause and subsequently not reinstated;

(b) the employee voluntarily terminates employment in writing or abandons his or her position and does not revoke such voluntary termination within seventy-two (72) hours;

(c) the employee is laid off and recalled and fails to return to work within the recall period;

(d) the employee accepts any position with the Local outside of the bargaining unit;

(e) the employee fails to maintain membership in good standing in the Union.

ARTICLE 9 - EMPLOYMENT

9.01 Full Time Regular, Part Time Regular Jobs to be Posted

Except as expressly provided otherwise by this Agreement all Job Vacancies for any Full Time Regular and Part Time Regular positions shall be posted, in paper form or Electronically, by the Local for ten (10) consecutive calendar days.

9.02 Job Posting to Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, job group, headquarters, salary rate, hours of work, duties, qualifications, any special conditions pertaining to the vacancy, the closing date of the job posting.

9.03 Union to Receive Job Postings

A copy of all job postings shall be sent promptly by the Local to the Union.

9.04 Filling Posted Job Vacancies

- (a) The following criteria will apply to fill the position of the Unifor Local 114 Union Representative:
 - i) Prior to the posting going out to the general membership, the vacancy will be posted internally to the current union representatives on staff and the position shall be filled on the basis of seniority. If no existing current union representatives apply, a Job Posting will be placed in all the Unifor Local 114 shops for ten days (10) for the position of Local Union Representative. The Job Posting will outline the required qualifications and job responsibilities and will detail Wages and benefits.
 - ii) Applications will be accepted from all Members in Good Standing in Unifor Local 114.
 - iii) The Executive, following the ten (10) day job posting, will consider all the applications for the position and decide which person should be given the job.
 - iv) In the appointment of the Unifor Local 114 Representative, first preference shall be given to applicants who are members in good standing of the Unifor Local 114, second preference to a member in good standing of Unifor, third preference to a member in good standing of a Union affiliated to the Canadian Labour Congress/BC Federation of Labour.
 - v) In the event of illness or unforeseen circumstances of the Unifor Local 114 Representative, the Executive of Unifor Local 114 will have the right to make temporary arrangements, in accordance with this agreement.

(b) Local Is Responsible For Job Selection
The selection of employees under this Article rests with the Local.

(c) Interviews

The Local shall conduct interviews with selected applicants for any posted job vacancy. There shall be one (1) union representative on staff, plus an alternate as selected by the union representatives, who will participate in the selection process of a new union representative employee.

The scheduled interview will commence if the union representative or alternate is not able to attend the meeting.

9.05 Employees shall be subject to a probationary period of one (1) year, starting from the first day of employment with the Local. The Local shall conduct a formal review of the activities and performance of employees not less than once every three months during the probationary period and report the findings to the Unifor 114 executive. During the probationary period the employee may be dismissed for any reasonable grounds. If it can be shown by the Union that the dismissal unreasonable, the employee shall be reinstated.

9.06 General duties

- (a) Employees will work under the direct supervision of the Unifor 114 President or a designate.
- (b) The President of Unifor 114 or a designate will have the authority to review the work record of the employee and decide upon discipline and direction.
- (c) Employees shall be required to submit a written report to the President of Unifor 114 and to the Executive Committee meeting.
- (d) Employees will keep a grievance log which will be submitted on a quarterly basis and made available to the Local President and/or a designate upon request.
- (e) Employees will attend negotiations, conciliations, arbitrations, government hearings, etc., as directed by the Local President or a designate.
- (f) It is the duty of the Local Representative to attend and to participate at rallies; labour and political action events, picket lines and other matters as directed by the Unifor Local 114 President or designate.

9.07 Meetings

- (a) Attendance at Executive meetings shall be mandatory to present a report and answer questions by the Executive for the allotted time, unless the employee's presence is needed at one of the Local's units for issues that can't be held off.
- (b) Employees shall attend the General meetings of the Local.

- (c) It is an employee's responsibility to visit each unit in the lower mainland at least once every six (6) months, and each unit outside of the lower mainland (within reason) at least once per year. The employee on Vancouver Island will be required to visit each unit at least once every six (6) months.

9.08 Convention

The decision to send employees to Unifor conventions will be made by the Executive of the Unifor 114. Such decisions will be made after a request has been received from an employee. All requests will be reviewed on an individual basis. It is mutually agreed that the role and participation from employees is critical for Unifor 114 and at least one (1) employee will be allowed to attend the Unifor Convention, and all related expenses for attending will be covered by the Unifor 114. This position will be as selected by the employees themselves and will normally be made by rotation.

ARTICLE 10 – LAYOFFS AND RECALLS

10.01

- (a) Layoff

Layoff means the loss by an employee of their current position due to:

- (i) a lack of work; or
- (ii) the merger or other disposal of operations in accordance with Article 18.
- (iii) Local's finances dictate

- (b) Layoff Notice Requirements

Employees will be laid off in reverse order of seniority. The Local shall provide the Union with a minimum of ninety (90) calendar days prior written notice when any employee may be displaced or laid off for any reason under this Agreement. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off, and the reason(s) for such action by the Local.

- (c) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Local to the Union pursuant to this Clause, the Parties shall convene a meeting within fourteen (14) calendar days of the date of the notice to review the impact of the impending displacement or layoff. The parties may discuss alternatives to layoffs.

10.02

In the event that any employees are subject to displacement or layoff, the Local shall provide these employees with prior written notice or pay in lieu of such notice in accordance with the following:

six (6) months to
three (3) years of
continuous service - two (2) weeks;

three (3) years of
continuous service - three (3) weeks;

and for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of eight (8) weeks.

10.03 Recall Period - Two (2) Years

An employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years from the date of such employee's last being laid off to be recalled to work on the basis of last laid off, first recalled. No new employees will be hired within the recall period until those laid off have been given an opportunity of recall.

10.04

The Local will provide coverage for Health and Welfare Plans listed in Article 22, and car allowance for ninety (90) days following the month of layoff.

10.05

Seniority shall accrue for all purposes under this Agreement for any employee who is laid off in accordance with this Agreement for the duration of such layoff.

ARTICLE 11 – SEVERANCE PAY

11.01 Severance Pay

Employees whose services are terminated because of layoff shall receive severance pay. The amount of such severance pay shall be two (2) weeks per year of service to a maximum of twenty-six (26) weeks. Severance pay shall be payable to an employee immediately upon termination.

ARTICLE 12- GRIEVANCE PROCEDURE

12.01 Definition of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, or arbitral award, including any question as to whether or not any matter is arbitrable; or
- (b) the discipline, discharge or termination of any employee.

12.02 Right to Grieve

- (a) Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the employee.
- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any employee, or on behalf of any group of employees.
- (c) The Local shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- (d) It is mutually agreed that any employee or Party exercising his, her or its rights under this Agreement does so without prejudice to his, her or its relations with any employee or Party or representative of either Party.

12.03 Complaints

An employee and/or a Union representative may at any time discuss any complaint with the appropriate designate of the Local prior to initiating a grievance through the Union.

12.04 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate stage by:
 - (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;

- (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

12.05 Stages of Grievance Procedure

- a) Stage 1: a grievance shall be filed in writing within 10 working days of awareness of the occurrence, by the Union or such person designated by the Union. The grievance is to be submitted to an Local designate as defined by the Local. The Local designate shall meet with the Union, or such person designated by the Union, within ten (10) working days of such filing. The grievor may or may not attend the meeting.
- b) The Local stage 1 designate decision shall be communicated in writing to the initiating steward with a copy to the Union, within 10 working days of the completion of the stage one meeting.
- c) Stage 2: failing settlement at the stage one, the Union shall refer the matter in dispute to the President within ten (10) working days of receiving the decision of the stage one designate. The President of Unifor 114 shall meet with a Union Representative of the Union within ten (10) working days of the stage to reply to attempt to resolve the grievance.
- d) The President shall communicate the decision, in writing to Union within ten 10 working days of the meeting stage two meeting.
- e) Failing settlement at the stage two, the matter may be referred to arbitration under this agreement. Such notice shall be served in writing.
- f) Prior to the appointment of an arbitrator either party may refer the matter to Alternate Dispute Resolution (ADR) as per article 13.

12.06 Discipline, Discharge or Termination Grievances

A grievance concerning the discipline, discharge or termination of any employee for alleged just cause shall be initiated at Stage 2 of the grievance procedure.

An employee who has successfully completed the probationary period may be disciplined or dismissed for just and reasonable cause. Reasons for discharge or discipline shall be given in writing to the employee. Prior to imposing discipline or discharge, a meeting will be held with the employee and their Union Representative. The employee will be informed in advance of the meeting of the reason(s) for considering discipline or discharge. Such discipline or discharge shall be subject to the grievance procedure.

12.07 Disclosure of Information

The Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance.

12.08 Policy or Group Grievance

- a) Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation affects more than one (1) employee, either Party may initiate a policy or a group grievance, as the case may be, within ten (10) calendar days of awareness of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Stage 2.

12.09 Time Limits

Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Local and the Union.

12.10 Time Off Work for Grievance Purposes

Employees, including job stewards, required by either the Local or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the initiation or processing of any grievance under this Article, shall be granted time off work with pay by the Local for this purpose and this time shall be deemed to be time worked. Such time off work with pay shall not be unreasonably denied by the Local and shall not attract overtime.

12.11 Union Representation

When a meeting is to occur involving any employee with respect to any discipline, discharge or termination of that employee, the Local shall advise the Union and the employee(s) concerned in advance of the date, time and location and at least one (1) Union representative, in addition to the employee(s) concerned, must be present to represent the employee(s).

ARTICLE 13 – ARBITRATION – ALTERNATE DISPUTE RESOLUTION (ADR)

13.01 Reference to Arbitration

After exhausting the grievance procedure and subject to the applicable time limits as set forth in this Agreement, the grieving party may by written notice to the other Party refer any unresolved matter to arbitration, in which even the matter shall be resolved in accordance with the provisions of this Article.

13.02 Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Local and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.

13.03 Jurisdiction of Arbitrator

- a) Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- b) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- c) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.

13.04 Decision of Arbitrator

- (a) The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavor to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Local, the Union and each employee in the bargaining unit affected by the decision.

13.05 Arbitration Expenses

The fees and expenses of the Arbitrator shall be borne equally by the Parties.

13.06 Time off Work for Arbitration Purposes

Employees, including Job Stewards, required by either the Local of the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work by the Local for this purpose and this time shall be covered under Leave of Absence for Union Business pursuant to Article 15.06 (b).

13.07 Alternative Dispute Resolution (ADR) Process

The Parties recognize that there are times when an expedited arbitration may be desirable, and therefore agree to refer to expedited arbitration any matter properly processed as a grievance in accordance with the provisions of the grievance procedure contained in this Agreement.

- a) A list of mutually acceptable arbitrators shall be created by the Labour Management Committee and updated as necessary.
- b) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Local.
- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other procedure. However, the decision of the Arbitrator shall be binding. The arbitrator shall render their decision within thirty (30) days of the hearing or an extended period agreed to by the parties.
- d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- e) Any grievance may be removed from the expedited arbitration process by either party prior to the hearing and forwarded to a regular arbitration hearing.
- f) The parties agree to make use of agreed statements of fact to the greatest extent possible, and unless mutually agreed otherwise to limit witnesses to two (2) per party for each case.

ARTICLE 14 – ESTABLISHED PRACTICES

14.01

The rights, benefits, and working conditions which members of the Union now enjoy will continue in effect insofar as they are consistent with the terms of this Agreement.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Bereavement Leave

- (a) Employees will be granted five (5) days off without any loss of pay or benefits in the event of the death of a member of his/her family including their spouse, common-law spouse, child, father or mother, brother or sister, step-parent, step-child, grandchild or grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law.
- (b) An employee may request, in writing, additional leave without pay for the purposes of this Clause 15.01, which leave shall not be unreasonably denied by the Local.
- (c) 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.
- (d) Reasonable requests for leave of absence with pay shall be granted to an employee to attend a funeral as a pall bearer or mourner.

15.02 Pregnancy, Parental, and Adoption Leave

- (a) For the purpose of this Article, "spouse" includes common-law and same sex partners.
- (b) Pregnancy, Parental, and Adoption Leave will be granted in accordance with the Employment Standards Act of BC and EI Regulations as indicated below for reference.
- (c) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Local 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.
- (d) In this article, for pregnancy leave, parental leave, and adoption leave, an employee's seniority, salary increments, vacation entitlement and vacation bank shall continue to accrue, and the leaves shall be considered as employment with the Local for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement. The Local will continue to pay the Local's portion of the benefit premiums while employees are on leave.

(e) Pregnancy Leave-General

- i. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.
- ii. A pregnant employee shall notify the Local in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iii. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- iv. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before the pregnancy leave of absence per Article 22.06 provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits.
- v. Return Provisions
 - a. Where the Local agrees, the employee may return to work prior to the expiration of the leave.
 - b. An employee on pregnancy leave who intends to return to work shall notify the Local at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of the employee's intent to return to work, whichever is the earlier date.
 - c. Employees requesting both pregnancy and parental leave (per Article 15.02(h) must apply for them both at the same time.

(f) Adoption Leave

An employee, upon production of appropriate documentation, is entitled to adoption leave without pay for a period not to exceed sixty-two (62) continuous weeks following the adoption of a child. The leave may be commenced at any time within seventy-eight (78) weeks following the adoption of a child.

(g) Parental Leave

- i. For a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave (78 consecutive weeks inclusive of pregnancy and parental leave) beginning immediately after the end of the pregnancy leave taken unless the Local and employee agree otherwise;
- ii. It is understood that the parent who takes pregnancy leave is not obligated to take the full sixty-one (61) weeks of unpaid leave and may elect for a shorter leave;

- iii. For a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the birth;
- iv. It is understood that the parent who does not take pregnancy leave is not obligated to take the full sixty-two (62) weeks of unpaid parental leave and may elect for a shorter leave;
- v. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- vi. For a parent who takes pregnancy leave, this leave must be taken immediately following the end of the pregnancy leave. In no case will be combined pregnancy and parental leave exceed seventy-eight (78) weeks unless authorized by a medical practitioner.
- vii. For a parent, other than an adopting parent, this leave must be taken within the seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Local proof of the child's birth.

15.03 Court Leave

- (a) Leave of absence with pay shall be given to every employee who is required:
 - (i) the selection for and/or service on a jury; or
 - (ii) by subpoena or summons to attend as a witness in any proceeding held:
 - in or under the authority of any court of competent jurisdiction or a grand jury;
 - before a court, judge, justice, magistrate or coroner;
 - before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;
 - before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - before the Labour Relations Board of British Columbia or any person or body of persons representing this board;
 - before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

If the employee receives any payment, excluding pay for meals, travel and other expenses, for such duties from any third party, this pay shall be remitted to the Local. However, such remittance shall not exceed the employee's net pay received from the Local during the applicable time period.

15.04 Union Leave

- (a) The Local recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Local agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Local.
- (b) The Union shall notify the Local in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall promptly notify the Local in writing of any changes in these names.

15.05 Time Off Work for Union Business

- (a) Duly authorized representatives of the Union, as designated by the Union, shall be granted reasonable time off during regular working hours to perform their duties and this time shall be deemed to be time worked.

15.06 Leave of Absence for Union Business

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Local.
- (b) The Local shall continue to pay all wages and benefits to employees. The Local shall invoice the Union for such wages and benefits and the Union will reimburse the Local for wages and applicable benefits.
- (c) Time spent with the Union will be considered as service with the Local and the employee will continue to accrue seniority with the Local during such period.
- (c) Permission for leave pursuant to this Clause 15.06 shall not be unreasonably denied by the Local and such leave, once approved, shall not be interrupted by the Local during the approved period of the leave except with the consent of the employee.

15.07 Union Access to Employees

The Local agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union, upon advance notice, in which case such permission shall not be unreasonably denied.

15.08 Use of Local Facilities, Etc.

- (a) Subject to availability, the Local shall provide the Union with suitable meeting rooms at its premises, free of charge, when required for the purpose of Union business involving employees of the Local.
- (b) The Local shall permit employees who are representatives of the Union to use the Local's equipment and typing services during working hours, as required, provided there is no conflict with operational requirements.

15.09 No Other Agreement

- (a) The Local agrees not to enter into any agreement with any employee or group of employees which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement.
- (d) Clause 15.09 (a) above shall not apply where the Local merges with another organization and the employees are covered under a separate collective agreement.

15.10 Leave for Public Office

- a) The Local will grant leave of absence without pay but with full benefits and retaining full seniority rights for up to forty (40) days immediately preceding the date of the election, for an employee while running in a federal, provincial or municipal election.

If elected, such employees will continue to accrue seniority to a maximum of five (5) years, after which their seniority will be frozen for the duration of their time in such elected office. Maintenance of seniority is contingent on the employee maintaining their membership in the Union.

- b) Each employee will be entitled to the leave of absence without pay to run for political office only once during employment with the Local.

15.11 Extended Family Leave

Employees may request time off with pay to attend to a personal emergency and/or family matters caused by the serious illness of a family member subject to the legitimate operational requirements of the Local. Local Representatives will be granted up to a further ninety (90) days unpaid leave in this situation and requests for extensions to this leave will not be unreasonably denied.

15.12 Religious Observances

The Local provide necessary time off required by staff to attend religious observances.

15.13 Sabbatical leave

An employee with ten (10) years or more of seniority may choose to work for a period of two (2) years at eighty (80%) percent and take a leave of absence for six (6) months during that two (2) year period and once only during the term of this agreement. In addition, only one (1) employee will be granted this leave at a time. Time for leave must be accrued prior to leave being granted. No other monetary employment will be permitted or leave will be terminated.

During the term of leave the following will be adhered to:

- 1) One (1) employee off at any time for leave.
- 2) Receive wages @ eighty (80%) percent of wages,
- 3) Receive all health care benefits.
- 4) Accrue seniority.
- 5) Pension deductions to be maintained.
- 6) Car allowance will be suspended for the leave term.
- 7) Insurance rebate will be suspended for the term of leave.
- 8) If any of an employee's units are on strike or in a position of strike a leave may have to be delayed until a further date.

15.14 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider.

The Union, the Local and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Local. The Local will ensure it enforces its harassment free work environment and not accept any discriminating actions. There shall be no loss of service or seniority.

15.15 Domestic or Sexual Violence Leave

The Local agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Local shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Local shall grant each employees paid leave if needed to address the personal effects of violence and abuse, without loss of seniority, for up to five (5) paid days and five (5) unpaid days.
- (b) The Local, the employee ad the Union will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

- (c) The Local will direct affected employees to appropriate counseling and support services per local benefits plan.
- (d) The Local will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.
- (e) The Local will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

15.16 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days unpaid leave per calendar year to provide emergency services when dispatched.

Additional days may be granted upon request.

ARTICLE 16 – PAID EDUCATION AND SOCIAL JUSTICE FUNDS

Paid Education Leave and Social Justice Funds

The Local shall contribute three (3) cents per hour per Full Time office staff member into the Paid Education Leave (PEL) program of Unifor.

It is further understood that Unifor Local 114 shall contribute one (1) cent per hour per Full Time office staff member into the Social Justice Fund (SJF) of Unifor.

The rates will only change if the Unifor Constitution or National Executive Board approves a change in policy on these two funds.

ARTICLE 17 - TRAINING

It is agreed that training of new staff representatives and on-going training of present staff representatives is essential to ensure fully qualified staff. Unifor Local 114 will provide training such as arbitration, bargaining skills, computer training, legislative changes, legal decisions, etc., as required and considered mutually necessary to enhance the abilities of the Local Representatives to perform the duties required. It is understood that costs are a factor to consider in determining suitable courses.

ARTICLE 18 – RETENTION OF RIGHTS AND PRIVILEGES

Should Unifor Local 114 merge, amalgamate, or combine any of its operations or functions with another organization, it is agreed that all benefits and conditions of employment held by

employees under this Agreement shall not be adversely affected. Should an employee have to move from their office location to another office at the request of the Local, all reasonable moving fees and expenses will be covered by Unifor Local 114

ARTICLE 19 – SHORT FALL IN MEMBERSHIP NUMBERS AND DUES

19.01

- a. The Local shall provide the Union with as much reasonable notice, but no less than sixty (60) days written notice of intention to introduce changes related to short fall in membership numbers.
- b. The Local agrees to disclose full details of the planned changes, which may cause any change to an employee's conditions of employment.
- c. The Local and the Union shall enter into meaningful consultation regarding such changes prior to implementation.
- d. Any such changes shall be by mutual agreement and the Parties will sign off on any agreed to changes. Should the Parties fail to reach an agreement, Article 13 [Arbitration-Alternate Dispute Resolution (ADR)] of this agreement shall apply.

ARTICLE 20 – VACATIONS

20.01

- a) The employees shall be granted four (4) weeks' vacation per year.
After five (5) years as a Local Service Representatives, he/she shall be granted five (5) weeks' vacation per year.
After ten (10) years, six (6) weeks' vacation per year.
Such vacation time shall be arranged in advance with the Local.
- b) All employees will be given (8) eight additional days each year to use as floating days off or as a full week of personal time off. Single days off can be booked at any time; however, the Local Representative must pre-arrange time-off for two (2) or more days in a row in case vacation limits are already being used up. No reasonable request for time off will be disallowed.
- c) An employee may bank one (1) week of vacation each year until the end of the following year. It is mandatory to take the full vacation entitlement less this one week each year unless there are extraordinary circumstances, which would prevent the Local Representative from taking their earned vacation time(s) each year. Vacation scheduling for Local Representatives will be done in order of seniority with the understanding that no more than (2) two representatives will be booked off any given week at one time for vacation purposes per office location.
- d) The Local agrees to the recognition of continuing Union membership for existing or incoming employees, who will retain their vacation allotment from their work

site. However, it will not affect vacation selection by seniority, of the representatives.

- e) Employees who have commenced vacation, shall not be called back to work, except in cases of extreme emergency. All vacation time displaced by being called back to work shall be rescheduled with pay, at a mutually agreeable date.

ARTICLE 21 – STATUTORY HOLIDAYS

21.01

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

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
BC Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Birthday

and any others which may be proclaimed as paid legal holidays by the Federal or Provincial Governments.

21.02

In the event that a statutory holiday occurs on a Saturday or Sunday, the following consecutive working day(s) shall be considered the holiday(s).

21.03

Due to the nature of the work required of the employees, it may happen from time to time that it is impossible for the employees to enjoy statutory holidays. However, this time off may be granted at the convenience of employees, with proper advance arrangements between the Local President or their designate and the employees.

ARTICLE 22 HEALTH AND WELFARE

22.01 U.B.T. Coverage

The Local shall pay the premiums applicable for the Unifor Benefit Trust (U.B.T.) for Unifor Representatives. All terms and conditions for benefits are as outlined in the agreement with U.B.T. for Unifor Representatives. (document attached)

22.02 Life Insurance

The parties agree to the cost of the current Life Insurance Plan to be paid by the Local.

22.03 Accidental Death and Dismemberment

The parties agree to the cost of an AD & D (as per U.B.T. for Union Representatives document attached).

22.04 WCB Coverage

The Local agrees to pay the necessary premiums to cover the Local Service Representatives under Workers' Compensation.

22.05 Medical Service Plan

(a) The Local shall pay the premium applicable under the Medical Services Plan of B.C.

22.06 Sick Time

Local Service Representatives absent by reason of illness or injury shall be compensated and topped up to full salary for the first thirty, (30) days (compensated at a pro-rated scale, i.e., thirty (30) days divided by monthly salary).

There shall be nine (9) sick days per calendar year available to use for personal sickness, family emergencies or personal days off in line with current practice. Any unused sick days will be paid out at the end of the calendar year as a bonus (paid out by December 15th of each year). All sick days or family emergency days used under this clause will be noted on the daily sign in sheet, so an accurate account of your days used can be established. This is based on an employee with at least one year of service. If an employee does not have one year of service it will be prorated at 1/2 day per month.

22.07 Weekly Indemnity

For non-occupational disabilities, Weekly Indemnity Benefits will provide sixty-five percent (65%) of weekly earnings. Benefits are payable from the 1st day if due to an accident or day surgery, and from the 4th day if due to sickness (1st day of illness, if hospitalized). Benefits are paid for a maximum of fifty-two (52) weeks, at which time L.T.D. benefits become effective (as per attached U.B.T. for Unifor Representatives and).

22.08 Long Term Disability

For non-occupational total disability sixty-five percent (65%) of your monthly salary to a maximum of, four thousand dollars (\$4,000.00). Benefits are paid monthly in arrears after an elimination period of three hundred sixty-five (365) days (the Weekly Indemnity period). Benefits are paid to age sixty-five (65) or retirement whichever comes first (as per attached U.B.T. for Union Representatives document).

22.09 Extended Health Benefits (EHB)

This benefit is designed to ensure against the service expenses resulting from illness or injury, which may not be insured under the Basic Provincial Medical or Hospital Plan (Drugs, Nursing Care, Hospital Expenses and Supplies) reimbursed at one hundred percent (100%) per calendar year. Lifetime maximum is one hundred thousand dollars (\$100,000.00) per person (as per attached U.B.T. for Union Representatives document).

Clinical Psychologist to include Registered Counselor and shall be covered up to \$1500 per year. All other Paramedical services to be increased to \$750 per year per practitioner. Vision care shall be covered up to \$500 per 24 months.

22.10 Dental Plan

Reimbursement will be made on the following levels, in accordance with the current Dental Association Schedule of Fees for general Practitioners.

Part A: Basic - 100%

Part B: Major Restorative - 70% - Increase amount to \$3000 per year

Part C: Orthodontia – 50%

(As per attached U.B.T. for Unifor Local 114 Representatives document).

22.11 Continuation of Benefits

All benefits shall be paid in full by the Local, while Local Service Representatives are absent by reason of illness or injury upon adequate medical verification and for a period not to exceed fifty-two (52) weeks.

22.12 Retiree Benefits

Any Local employee who retires, as defined below, from the Local after reaching 58 years of age with a minimum of fifteen (15) years of service, does not work full time, and who does not already have coverage under benefit plans from their spouse or partner, will have BC Medical and Basic Health Care Benefits covered for them and their spouse or partner until the primary policy holder dies, or for as long as this benefit can be purchased from our insurance carrier for the retired employee which shall include the following as per the current benefit plan and any new increases that may be subsequently negotiated:

- Prescription drugs
- Dental Plan (Part A and Part B)
- Vision Care
- Paramedical Practitioners

Retirement is defined as an employee who has been accepted and is in receipt of a pension (Unifor Pension Plan or Canada Pension Plan).

Employees with a minimum of 15 years' service who retire between the ages of 55 and 58 shall have these benefits provided at a 70%(Local) 30%(Rep) cost share until they reach 58 years of age.

It is understood that employees will have the option to utilize all outstanding or banked vacation, sick days (as appropriate), or personal days prior to their retirement date.

22.13 Critical Illness

Critical Illness Insurance coverage for staff and dependents will be paid by the Local effective upon ratification.

22.14 Employee and Family Assistance Program

The Local will include an EAP program in the Health & Welfare package.

22.15 Employee Wellness

The Local will reimburse the Local Representatives an amount up to five hundred dollars (\$500.00) per year for any wellness program, equipment or training. The intent is for the Local Representative to take an active approach to physical fitness and anything to accomplish this act will be a reasonable claim. It has also been decided by the trustees and Local Executive that you can carry over your yearly rebate if the costs exceed the five hundred dollars in a single calendar year.

The local to reimburse CBD oil under the Employee wellness Article 22.15.

ARTICLE 23 - PENSION PLAN

The Local shall participate in the Unifor Pension Plan.

Employees shall contribute seven (7) % of earnings as defined herein, which shall be deducted from their pay by Local 114.

The Local shall make a matching contribution of eight (8) % for employees.

The total amount shall be remitted monthly to the Unifor Pension Trust Fund, c/o the Plan Administrator, not later than the fifteenth (15th) day of the calendar month following deduction.

The Local shall be provided with a statement (at least annually) of all transactions under the Plan.

The Local shall provide the employees with current information and details of the Pension Plan and an Enrolment Card.

ARTICLE 24 – SALARIES

24.01 Wages

Representatives Salaries

Salary Grid – based on Individual Seniority Start dates.

- a) Effective September 1, 2022 – Increase all rates 3.0%
- b) Effective September 1, 2023 – Increase all rates 3.0%
- c) Effective September 1, 2024 – Increase all rates 3.0%

Rates at August 31, 2021

Years of Service	Yearly Rate	Bi-Weekly Rate
0-1	\$81,144.07	\$3,120.93
Start of 2 nd year	\$88,139.26	\$3,389.97
Start of 3 rd Year	\$95,134.43	\$3,659.02
Start of 4 th year	\$97,932.51	\$3,766.63
Start of 10 th year	\$100,730.58	\$3,874.25
Start of 20 th year	\$103,528.65	\$3,981.87

Effective September 1, 2022 (3.0% increase)

Years of Service	Yearly Rate	Monthly Rate
0-1	<u>\$83,578.39</u>	<u>\$3,214.56</u>
Start of 2 nd year	<u>\$90,783.44</u>	<u>\$3,491.67</u>
Start of 3 rd Year	<u>\$97,988.46</u>	<u>\$3,768.79</u>
Start of 4 th year	<u>\$100,870.49</u>	<u>\$3,879.63</u>
Start of 10 th year	<u>\$103,752.50</u>	<u>\$3,990.48</u>
Start of 20 th year	<u>\$106,634.51</u>	<u>\$4,101.33</u>

Effective September 1, 2023 (3.0% increase)

Years of Service	Yearly Rate	Monthly Rate
0-1	<u>\$86,085.74</u>	<u>\$3,310.99</u>
Start of 2 nd year	<u>\$93,506.94</u>	<u>\$3,596.42</u>
Start of 3 rd Year	<u>\$100,928.12</u>	<u>\$3,881.85</u>
Start of 4 th year	<u>\$103,896.60</u>	<u>\$3,996.02</u>
Start of 10 th year	<u>\$106,865.07</u>	<u>\$4,110.19</u>
Start of 20 th year	<u>\$109,833.54</u>	<u>\$4,224.37</u>

Effective September 1, 2024 (3.0% increase)

Years of Service	Yearly Rate	Monthly Rate
0-1	<u>\$88,668.32</u>	<u>\$3,410.32</u>
Start of 2 nd year	<u>\$96,312.15</u>	<u>\$3,704.31</u>
Start of 3 rd Year	<u>\$103,955.96</u>	<u>\$3,998.31</u>
Start of 4 th year	<u>\$107,013.50</u>	<u>\$4,115.90</u>
Start of 10 th year	<u>\$110,071.02</u>	<u>\$4,233.50</u>
Start of 20 th year	<u>\$113,128.55</u>	<u>\$4,351.10</u>

ARTICLE 25 - CAR ALLOWANCE

25.01

All employees must supply their own vehicles to be used on the job. The motor vehicle must be no older than twelve (12) years old and the employees must have this vehicle every day while at work (except for normal repair and maintenance schedules). The twelve (12) year reference will not apply to an employee or full-time Officer who is on a temporary assignment, however they must supply a reliable vehicle for daily use and carry the proper insurance coverage if claiming this allowance.

25.02

If the employee is required to go out of town and is required to use their own vehicle, their shall be able to claim mileage expenses forty-eight (48) cents per kilometer (km).

25.03

Boundaries:

In town shall be defined as follows: "the Greater Vancouver area" Northwest to Horseshoe Bay Ferries, East to 200 St., South to the Canada border & Southwest to Tsawwassen Ferries and "Greater Victoria area" for our Vancouver Island Office thirty (30) km radius from the office (beyond Swartz Bay, North of Malahat).

25.04 Vehicle allowance:

Effective January 1, 2020, a vehicle allowance of nine hundred and seventy-five dollars (\$975) shall be paid to employees on the first day of each month.

Effective January 1, 2021, the vehicle allowance shall be one thousand dollars (\$1,000).

Effective October 1, 2019, vehicle insurance to a maximum of two thousand three hundred and fifty \$2,350.00 per year with proof of individual insurance costs and paid on current years' service quarterly (January, April, July and October).

The insurance must also be commercial (business) coverage for using the vehicle for business. Each January or at the renewal time a copy of the insurance papers will be given to the Secretary Treasurer to verify coverage and to establish the rebate. Payments will be paid out quarterly (Jan 1st, April 1st, July 1st and Oct 1st).

The car allowance will continue to be paid up to six (6) months during approved leaves of absence (maternity, parental, illness, etc.).

25.05

Every effort will be made to have a Union built vehicle.

ARTICLE 26 – PERSONAL PROTECTIVE EQUIPMENT

When employees are engaged in work situations in which hazards make appropriate the wearing of safety footwear, safety vests, safety glasses or hardhats, the Local shall reimburse with receipts, up to once per calendar year, the reasonable cost of such items purchased. Prior to purchasing personal protective equipment, approval must be obtained from Unifor Local 114 President or designate.

ARTICLE 27 - EXPENSES

27.01

The Local agrees that all legitimate authorized expenses of the Local Service Representatives will be paid. Receipts for hotel, air, bus or rail expenses should be turned in with the appropriate expense form, along with office and other expenses.

27.02

The daily meal expense when out of town will be granted on the following basis:

Breakfast - \$15.00
Lunch - \$18.00
Dinner - \$22.00

The per diem for out-of-province business for the Local will be based on a rate of ninety dollars (\$90.00) per day with the following breakdown:

Full rate of ninety dollars (\$90.00) for the day spent traveling to your destination, and each full day there (must be overnight stay involved).

Half rate of forty-five dollars and fifty cents (\$45.00) for the day spent traveling back home.

Twenty dollars (\$20.00) per day, for out-of-pocket expenses while staying at the Unifor Family Education Centre, Port Elgin, Ontario

Or as set by Local By-Law # 15 – Members' Expenses

27.03

When it is necessary for the employee to pay for meals when in town for Union business, these expenses will be honored, providing receipts are presented within thirty (30) days.

27.04

The Unifor 114 credit card is to be used for the sole purpose of the local business, if abused the Unifor Local's credit card will be suspended.

ARTICLE 28 – PROTECTION AGAINST LEGAL ACTION

Where an employee's work-related actions and activities did not constitute neglect or negligence, the Local shall indemnify, defend and hold harmless from liability (including such things as claims, assessments, fines, penalties, judgements, actual damages, punitive damages, demands, debts, actions, liens, judgments, costs, expenses or attorney's fees) the employee where the liability results from the employee's activities carried out pursuant to the obligations of their employment.

ARTICLE 29 – IMPACT OF LEGISLATION

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2. In the event that existing or future federal or provincial legislation should render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
3. In that event, the Union and the Local shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
4. The Union and the Local agree that the intent of negotiations referred to in this Article shall be substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
5. If after forty-five (45) working days from the commencement of negotiations, the matter has become deadlocked, then either the Union or the Local may refer the matter to an impartial arbitrator for final binding determination.
6. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

ARTICLE 30 – DURATION OF AGREEMENT

30.01

This Agreement shall become effective September 1, 2022 and shall terminate August 31, 2025. Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.

30.02

After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.

30.03

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.

30.04

Within a month of the time that either party has served notice on the other party of its desire to amend this Agreement, the parties shall meet to negotiate an amended agreement.

Signed this _____ day of _____, 2022.

SIGNED ON BEHALF OF THE LOCAL:
Party of the First Part

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

Gordon McGrath, President

Daniel Storms, Union Representative

Cynthia Anderson, Committee Member

Linda Jensen, Committee Member

Letter of Understanding No. 1

Between

Unifor Local 114
("Local")
and

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

Re: Vacation Carryover

Notwithstanding Article 20.01.c, and based on operational requirements, that if mutually agreed to by an employee and the Local, it may be necessary to carry over a number of vacation weeks from one year to the next.

The option to pay out two (2) weeks' vacation per year will be available until such time as the vacation allotment has been utilized.

The option to pay out the two (2) weeks' per year will based on the 2020 and 2021 vacation time, and will be available until such time as the vacation allotment has been utilized.

There will be coordination with the Local to make sure such requests are spread out and not requested at the same time (i.e., the same month).

This Letter of Understanding shall be reviewed at the expiry of the Collective Agreement.

**SIGNED ON BEHALF OF THE
LOCAL:**

Party of the First Part

**SIGNED ON BEHALF OF THE
UNION:**

Party of the Second Part

Gordon McGrath, President

Daniel Storms, Union Representative

Cynthia Anderson, Committee Member

Linda Jensen, Committee Member

Letter of Understanding No. 2

Between

Unifor Local 114
("Local")
and

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

Re: Pension Committee

The parties agree that a committee of the union and the Local (one of whom shall be the Secretary Treasurer), will convene within six months of signing off this collective agreement to discuss the viability and advisability of moving the existing employee pension to a more beneficial plan for those employees currently enrolled the Manulife Group Pension Plan.

**SIGNED ON BEHALF OF THE
EMPLOYER:**

Party of the First Part

Gordon McGrath, President

**SIGNED ON BEHALF OF THE
UNION:**

Party of the Second Part

Daniel Storms, Union Representative

Cynthia Anderson, Committee Member

Linda Jensen, Committee Member

Letter of Understanding No. 3

Between

Unifor Local 114
("Local")
and

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

Re: Working at home

1. The Parties recognize that employees are able to perform their daily servicing duties while working from home and agree that working at home arrangements will be approved subject to the terms outlined below:
 - a. This applies only to regular employees who have successfully passed their probationary period per Article 9.05 (Probationary Period). Relief employees in posted positions may be considered for working at home arrangements in limited circumstances.
 - b. The Local President will be given a schedule of work for office days. If there are any changes, they shall be provided to the Local President.
 - c. Local servicing representatives will agree on days by seniority.
 - d. One local servicing representative shall be in the office at all times unless they cannot do so due to circumstances beyond their control. **Every reasonable effort will be made to ensure coverage.**
 - e. Local servicing representatives can change their schedule with one another by mutual agreement.
 - f. The following operational requirement shall apply:
 - i. There must be sufficient employees (per Paragraph 1.d) at the workplace to perform any work required to be done and for member service to continue uninterrupted;
 - ii. the Local is responsible to provide and maintain the equipment and supplies necessary for working at home; and
 - iii. such equipment and supplies shall remain the property of the Local and must be returned if the Employee terminates their employment relationship.
 - iv. it is also understood there may be times when the Local President or designate may require all staff to be in the office.
2. Employees seeking working at home arrangements are responsible for the following:
 - a. ensuring the working at home location is adequately equipped and maintained from a health and safety perspective in compliance with WCB regulations; and

- b. ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on their daily servicing duties.
3. The Parties may review this Letter of Understanding on a semi-annual basis as needed.
 4. If there is a need for the Local President or designate to review these obligations under Paragraph 1.f with an employee, the following process shall apply:
 - a. there shall be a meeting with the employee and a Union Representative;
 - b. a review of the working at home procedures shall be discussed;
 - c. if it is found that an employee has found to have acted contrary to this working at home letter of understanding, the Local President or designate may initiate progressive discipline, as circumstances warrant, up to and including suspension or withdrawal of the right of the employee to work from home.

SIGNED ON BEHALF OF THE LOCAL:

Party of the First Part

Gordon McGrath, President

SIGNED ON BEHALF OF THE UNION:

Party of the Second Part

Daniel Storms, Union Representative

Cynthia Anderson, Committee Member

Linda Jensen, Committee Member

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