

COLLECTIVE AGREEMENT

between

**CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS BARGAINING COUNCIL**

-and-



Local 378, Canadian Office and Professional Employees Union

Term: January 1, 2014 to December 31, 2016

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ARTICLE 1 – PURPOSE

1.01 Harmonious Working Relationship

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 Gender Neutral Declaration

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 Adherence to BC Human Rights Code

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

ARTICLE 2 – BARGAINING UNIT and RECOGNITION

2.01 Union Is Sole Bargaining Agent

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 Union Label

All members shall be required to use their Union Label.

2.03 Employer Access to Union Label

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 Employee Protection

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

2.05 Picket Line

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 No Discipline for Union Activity

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 No Lockout or Strike

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 Membership Required

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 Order of Hiring

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 or suitable, 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 Delinquent Member Termination

Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.

3.04 Employer to Deduct Union Dues

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.

3.05 Assignments of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- a) employee id number
- b) name - address
- c) monthly salary
- d) amount of dues deducted
- e) job classification
- f) employee status
- g) date of hire
- h) work location
- i) telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

3.06 Notification of New Hires

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

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

4.01 Employer Rights

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

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first ninety (90) days of employment. After ninety (90) days employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment.

5.02 Regular Full-Time

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

5.03 Regular Part-Time

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

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

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

5.04 Temporary

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

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

- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy and Parental and Adoption Leave) will attain regular status after three (3) months but the severance provisions of Article 14.05 and Article 17.05 will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with 11.03.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

5.05 Casual

- a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.03.

5.06 Duties, Policies, Procedures

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

ARTICLE 6 – UNION REPRESENTATION

6.01 Recognition of Union Appointed Representatives

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 Access to Employees

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 No Discipline for Performing Job Steward Duties

The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.

6.04 Grievance Investigation

The Job Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.

6.05 No Discipline for Union Activity

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

6.06 Leave Of Absence - Employee

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

6.07 Leave of Absence for Elected Union Officers

Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.01

- (a) A regular work day shall consist of seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m.
- (b) A regular work week shall consist of thirty-five (35) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

7.02

- (a) A snapshot will be taken of the employee complement of each Employer, by category of employee, as of the date of ratification. This snapshot will form the base employee complement for each Employer. Should an Employer increase the hours in a regular work week beyond the thirty-two and one-half (32 ½) hours in existence at the time of ratification, the Employer will ensure the employee complement does not fall below the snapshot number.
- (b) Each Employer shall decide at the time of ratification whether to select a thirty-two and one-half (32 ½) hour or a thirty-five (35) hour week. A one-time subsequent change to the regular hours of work shall require sixty (60) days written notice to both the Union and the employees.
- (c) Notwithstanding Article 7.02(b) if, after increasing the hours of work to thirty-five (35) hours per week, the need for the employee complement falls below the snapshot number, before considering layoffs, the Employer shall then return the hours of work to the thirty-two and one-half (32 ½) hour per week which existed at the time of ratification.

The Union will issue a Letter of Understanding adjusting the regular work week and regular hours of work to any Employer choosing to remain at the thirty-two and one-half (32 ½) hour week.

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

- a) The Employer agrees that any change 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.
- b) The Employer's agreement to nine-day fortnight or four-day work week changes requested by union members will not be unreasonably withheld, although it is understood that it is more difficult to provide such agreement for smaller offices or for unique positions.
- c) Employees at their option shall be able to carry over flex days or have them paid out as they so choose.

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. The lunch period may be shortened by mutual agreement between the Employer and the Union, from one (1) hour but not less than one-half (1/2) hour.

- 7.05** Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.
- 7.06 Overtime Premiums:**
All time worked before or after the regularly established working day, or as varied by mutual agreement as per Clause 7.03, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's prorated 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 percent (200%) of the employee's prorated 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 prorated hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.09** 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) days' 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 Clause 7.08 shall be separate and apart from the above premium provisions.
- 7.11** Overtime shall be on a voluntary basis and, all things being equal will be distributed among all members of the office staff.
- 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 of 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 Recognition of Statutory Holidays

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	Friday before BC Day	BC Day
Friday before Labour 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. 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 Day in Lieu

In the event any of the holidays listed in 8.01 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 9 – ANNUAL VACATIONS

9.01 Initial Vacation Entitlement

- 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 Five Year Vacation Entitlement

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 Increase of Vacation Entitlement after Five Years

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 Schedule of Vacation Entitlement

Years of Service	Vacation Days	Total Vacation Hours
1 – 4	15 Days	97.5 Hours
5	20 Days	130.0 Hours
6	21 Days	136.5 Hours
7	22 Days	143.0Hours
8	23 Days	149.5 Hours
9	24 Days	156.0 Hours
10	25 Days	162.5 Hours
11	26 Days	169.0Hours
12	27 Days	175.5 Hours
13	28 Day	182.0Hours
14	29 Days	188.5 Hours

15	30 Days	195.0Hours
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9.05 Payment of Vacation Entitlements

Payment for vacation entitlements outlined in 9.04 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 Vacation Bonus

On December 31st of each year, regular 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 Vacation Selection

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 Schedule

The Employer shall make available a vacation schedule by October 1st and the employees shall indicate their vacation selection by November 15th and have such vacation confirmed by November 30th 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 Vacation Banking

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 Unpaid Leave of Absence

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

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

10.02 Bereavement Leave

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

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

10.03 Pregnancy and Parental and Adoption Leave

- a) For the purpose of this Article, "spouse" includes common-law and same sex partners.
- b) Pregnancy and Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity, parental or adoption 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.

Seniority shall accrue during pregnancy, parental and adoption leave.

10.04 Leave for Medical/Dental Appointments

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

10.05 Family Responsibility Leave

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

10.06 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.

10.07 Appointment to Outside Agency

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.

ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

11.01 Sick Leave

The Employer will allow one (1) working day 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 twelve (12) 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. The Employer may also request a report from a qualified medical practitioner for any illness of three (3) days or less, if it appears that a pattern of absence is developing.

- a) 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.

11.02 Transfer of Accumulated Sick Leave

Employees sick leave bank will include time accumulated under the Master Trade Union Agreement, January 1, 2011 – December 31, 2013.

11.03 Benefits and Pensions

Employees shall be covered by the employer's benefit and pension plans. The Employer shall pay the full premium cost for the employee's coverage under such plans. The Employer will contribute at \$2.55 per hour towards the benefits and \$3.84 per hour towards the pension, which shall include:

- a) Annual vacation
- b) Straight time hours worked
- c) Statutory holidays
- d) Banked overtime hours if taken in pay
- e) Straight time equivalent of overtime hours if not banked
- f) Paid sick leave

11.04 Unpaid Sick Leave

Employees who have one (1) year of service shall be granted extended sick leave without pay, up to (12) twelve months during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

11.05 EI Premium Rebate

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

11.06 Special Leave

When an employee has accumulated a sick leave bank of (12) twelve days or greater the Employer will allow one (1) working day per month special leave with full pay. Such special leave may be accumulated from month to month and from year to year up to a maximum of twelve (12) actual working days. Granting of such leave shall be subject to operational requirements of the employer.

ARTICLE 12 – WAGES

12.01 Pay by Classification

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 New Positions

- a) Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.
- b) All job classification disputes which are not resolved may be referred to the Joint Advisory Committee prior to the arbitration procedure being brought into effect.
- c) If it is the intention of the Employer to hire an employee whose duties fall outside the existing classifications contained in this Agreement, the Employer must notify the Union before hiring.

12.03 Wage Rate Established

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer

12.04 Hiring Above Minimum

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 Equal Pay for Equal Work

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 Highest Classification Establishes Rate of Pay

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

12.07 Assignment to Higher Classification

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 12.06.

12.08 Minimum Hours

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

ARTICLE 13 – SENIORITY

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05** Regular part-time employees will be considered as regular employees and credited with seniority on a prorated basis consistent with the period employed.
- 13.06** When on approved leave of absence on Union business under Article 6.06 and 6.07; sick leave and extended sick leave under Article 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulative seniority.
- 13.07** Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
- When on approved leave of absence on Union business under Article 6.06 and 6.07 and sick leave and extended sick leave under Article 11.01 and 11.04, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulated seniority.
- 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– JOB POSTINGS, PROMOTION, LAYOFF AND RECALL

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

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

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

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

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

14.03 Layoff:

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

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

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

14.04 Notice of Lay-off:

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

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

- c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites.)

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

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

14.06 Recall:

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

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

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

ARTICLE 15 – GENERAL

15.01 Working Conditions

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 Equipment

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

15.03 No Contracting Out

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit except as provided in Article 3.

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

15.04 Expenses While On Employer Business

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.)

15.05 Preparation and Printing of the Collective Agreement

It is agreed by the Parties that the Agreement will be prepared by the Union.

15.06 Security in the Workplace

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.

15.07 Joint Labour Management Committee

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

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

ARTICLE 16 – DISCIPLINE 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 Upon request an employee shall be entitled to review his/her personnel file annually and in the event of a grievance. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

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

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.

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

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

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

17.02 Retraining in Case of Technological Change

The Employer agrees that Employees affected by the introduction of any technological change shall be eligible, based on ability and seniority, in that order, to retraining provided by the Employer, in accordance with Article 19 as follows:

- a) for operation of the new equipment or use of the new material or performance of the new method or procedure;
- b) for qualifying for new jobs created by such changes;
- c) for other vacancies with the Employer for which the Employee is qualified.

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 this Section above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Severance Pay:

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

17.06 Off Premises Equipment:

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

ARTICLE 18 – GRIEVANCES

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

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

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

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

ARTICLE 19 – SINGLE ARBITRATOR

19.01 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 – EXPEDITED ARBITRATION/ALTERNATIVE DISPUTE RESOLUTION

20.01 or the purpose of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to Expedited arbitration any matter properly submitted, as a grievance, in accordance with the provision of the Grievance Procedure contained in this Agreement.

- a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provision of this Article.
- b) The facts of the matter in dispute shall be presented during Expedited Arbitration by as designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceeding.
- d) All other provisions of Article 19 with respect to the Arbitration process shall apply to Expedited Arbitration.

ARTICLE 21 – TRAINING

21.01 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.

ARTICLE 22 – HARASSMENT

22.01 Discrimination/Harassment Prohibited

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

22.02 Definitions of Harassment and Sexual Harassment

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

Examples of harassment could include but are not limited to:

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

“Sexual harassment” means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- sexual solicitation or advance or inappropriate touching and sexual assault;
- a reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected;
- suggestive remarks or other verbal abuse;
- leering at a person’s body;
- compromising invitations.

An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within two (2) months of the latest alleged occurrence

through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.

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

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

Where either the complainant or respondent to the proceeding is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the mediation process provided below. If both the complainant and the respondent agree to participate in the mediation process, the complaint shall be put before [to be named] who shall be appointed to mediate the complaint within ten (10) days of referral. The Mediator's fees and expenses shall be shared equally by the Employer and the Union.

22.03 Mediation Process

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

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

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

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

ARTICLE 23 – HEALTH AND SAFETY

23.01 Eye Examinations and Computer Eyewear

Employees who are required to use personal computers or other devices that have backlit screens, on a regular basis 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.
- c) Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses with a focal point of 18 to 24 inches for working at a VDT. The cost of these should also be covered by the Employer up to a maximum of \$200 every two years.

23.02 Office Equipment

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

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards. If requested by the employee, the Employer will provide ergonomic assessments and shall make the recommended changes to equipment and/or layout and design.

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

23.03 First Aid

The employer shall insure a complete first aid kit is available at all times in the workplace.

ARTICLE 24 – JOB SHARE

24.01 Definition

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

24.02 General

The Parties agree that all terms and conditions of the Collective Agreement that are in force and effect shall apply unless specifically altered herein.

Only regular employees are eligible to participate in job share arrangements unless otherwise mutually agreed by the Parties. This can include a regular employee hired to fill the balance of a job shared position.

A job share employee (other than a temporary employee as mutually agreed in 1(b) above), shall be classified as a regular part-time employee.

Overtime premiums will be paid to each job share partner who works longer than six and a half (6.5) hours in a day or thirty-two and a half (32.5) hours in a week. A job share partner may work additional hours for the Employer beyond their normal job share schedule at the appropriate rate for the work and at straight time pay up to six and a half (6.5) hours in a day or thirty-two and a half (32.5) hours in a week.

All job share employees must meet the qualifications of the position to be job shared.

The position identified for job share must be held by one of the current incumbent employees.

The regular position left vacant when two regular employees job share will be posted in accordance with the provisions of the Collective Agreement, except as outlined in the trial period in 3 (a) below.

Job share arrangements shall be cost neutral to the Employer.

Benefits, vacation and other length of service entitlements, seniority, statutory holidays and other perquisites shall be pro-rated.

Medical and other appointments will be scheduled on a job share employee's normal day off unless it is not possible such as a specialist appointment that cannot be rescheduled.

24.03 Procedure

Regular employees wanting to job share may submit a proposal to their Employer for a job share arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the

qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed.

The Employer may also propose a job share arrangement, subject to agreement of the affected employees and Union.

Details which must be considered in the submission include:

- a) Which position will be job shared.
- b) Which functions within that job will be shared and which functions will be performed by only one partner.

How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.

Preferred work schedule of each partner and preferred start date.

Other information required by the Employer.

For each job share arrangement, there must be a written understanding signed by each job share partner, the Employer and the Union.

Subject to operational efficiency, requests for job share shall not be unreasonably declined by the Employer.

24.04 Trial Period

In order to allow the parties a reasonable time to test the suitability of the individual job share arrangement, a six (6) consecutive calendar month trial period will be in effect at the beginning of each job share arrangement. Any temporary vacancy that is created may be filled without posting for the six (6) month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.

During the trial period, the Employer, the Union or either job share partner may terminate the job share with a minimum of thirty (30) days written notice.

In the event that the job share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects. If there is no previous position for an employee to return, they shall be laid off and placed on the recall list.

24.05 Job Share Conditions

Full-time regular employees who enter a job share arrangement shall change their status to regular part-time and be paid the rate for the job shared position. In the case of a demotion, there will be no blue circle or red circle salary treatment as a direct result of job share.

A job share arrangement will not invoke the provisions of Article 17 (Technological, Procedural Change).

24.06 Job Share Partner Absence

Where an employee in a job share arrangement is temporarily absent from work for any reason, the Employer shall first offer the work to the remaining partner in the job share. In such instances, the extra hours worked, up to a maximum of 6.5 hours per day and 32.5 hours per week, will be paid at straight time rates.

The remaining partner will retain their status as a Regular part-time employee for the duration of the partner's absence. If the remaining partner declines to accept the extra hours the Employer may fill the vacancy with a Temporary employee.

24.07 Filling a Job Share Vacancy

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

If no suitable partner can be found, the remaining partner will have the option of filling the position on a full-time basis.

If the remaining partner declines the option, s/he will be placed directly onto the recall list and the full-time position will be posted.

24.08 Termination of a Job Share Arrangement

Individual job share arrangements may be terminated by the Employer with a minimum of sixty (60) days' notice.

If the Employer terminates the job share arrangement, the job share partners will revert back to their previous positions and conditions of employment, and any other employee displaced as a result will have access to the provisions of Article 14.

If one partner voluntarily leaves, the remaining partner will have the option of filling the vacant portion of the position without posting. If the remaining partner declines the option of filling the full time position s/he will be placed directly onto the recall list and the full time position will be posted.

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

ARTICLE 25 – DURATION

25.01 Duration

This Agreement shall be binding and remain in full force for the period from January 1, 2014 to and including December 31, 2016.

25.02 Notice to Bargain

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.

25.03 Agreement to Continue In Force

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

25.04 Exclusion of Operation: Section 50(2) L.R.C.

The Parties agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this _____ day of _____, 2016.

**SIGNED ON BEHALF OF THE
EMPLOYER**

Party of the First Part;

“original copy signed”

Paul Nedelec
Secretary Treasurer
CMAW-BC

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“original copy signed”

Brad Bastien
Senior Union Representative
MoveUP, Local 378

“original copy signed”

Gurv Dadwal
Job Steward

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

CATEGORY 1

Office Assistant

CATEGORY 2

Administrative Assistant 1

CATEGORY 3

Administrative Assistant 2

CATEGORY 4

Office Administrator

Regular part-time employees shall be subject to the regular employee wage progression scale.

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 seven dollars and fifty cents (\$7.50) 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 ten dollars (\$10.00) per day.

Certified General Accountant/CPA: The employer agrees to pay Certified General Account/CPA fees to a maximum of \$1500.00 annually.

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2014			
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$904.48	\$920.73	\$936.00
Hourly	\$27.83	\$28.33	\$28.80
Casual/Temporary	\$28.80		
CATEGORY 2:			
Weekly	\$944.45	\$960.70	\$975.98
Hourly	\$29.06	\$29.56	\$30.03
Casual/Temporary	\$30.03		
CATEGORY 3:			
Weekly	\$984.10	\$1,000.35	\$1,015.95
Hourly	\$30.28	\$30.78	\$31.26
Casual/Temporary	\$31.26		
CATEGORY 4:			
Weekly	\$1,056.58	\$1,056.58	\$1,056.58
Hourly	\$32.51	\$32.51	\$32.51
Casual/Temporary	\$32.51		

Effective the date of ratification \$500.00 signing bonus for each employee.

Effective January 1, 2015			1.50%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$918.05	\$934.54	\$950.04
Hourly	\$28.25	\$28.75	\$29.23
Casual/Temporary	\$29.23		
CATEGORY 2:			
Weekly	\$958.62	\$975.11	\$990.62
Hourly	\$29.50	\$30.00	\$30.48
Casual/Temporary	\$30.48		
CATEGORY 3:			
Weekly	\$998.86	\$1,015.36	\$1,031.19
Hourly	\$30.73	\$31.24	\$31.73
Casual/Temporary	\$31.73		
CATEGORY 4:			
Weekly	\$1,072.43	\$1,072.43	\$1,072.43
Hourly	\$33.00	\$33.00	\$33.00
Casual/Temporary	\$33.00		

Effective January 1, 2016			1.50%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$931.82	\$948.56	\$964.30
Hourly	\$28.67	\$29.18	\$29.67
Casual/Temporary	\$29.67		
CATEGORY 2:			
Weekly	\$973.00	\$989.74	\$1,005.48
Hourly	\$29.94	\$30.45	\$30.94
Casual/Temporary	\$30.94		
CATEGORY 3:			
Weekly	\$1,013.84	\$1,030.59	\$1,046.66
Hourly	\$31.19	\$31.71	\$32.21
Casual/Temporary	\$32.21		
CATEGORY 4:			
Weekly	\$1,088.52	\$1,088.52	\$1,088.52
Hourly	\$33.50	\$33.50	\$33.50
Casual/Temporary	\$33.50		

APPENDIX "B"

JOB DESCRIPTIONS

CATEGORY 1 - Office Assistant

Employees in this category are typically hired as casual employees to provide assistance from time to time for a specified purpose as outlined below. They work under direct supervision.
Superseded Job Titles may include: Clerk, Data Entry Clerk I

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

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

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

EQUIPMENT USED

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

QUALIFICATIONS

Grade 10 or six (6) months office experience.

CATEGORY 2 - Administrative Assistant 1

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

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

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

EQUIPMENT USED

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

QUALIFICATIONS

Grade 12 or equivalent and dependent on the position and the needs of the office.

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

CATEGORY 3 - Administrative Assistant 2

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

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

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

7. Performs searches using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by offices/business agents.

EQUIPMENT USED

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

QUALIFICATIONS

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

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

CATEGORY 4 – Office Administrator

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

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

1. Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of employees; responsible for the allocation of work; organizing the office workflow and sets priorities of the workload.
2. May be required to provide an advanced level of administrative or technical support to any of the following: coordinating apprenticeship and journey person upgrading courses; responding to inquiries regarding apprenticeship programs and application processes; liaises with contractors and training coordinator to track progress; preparing and maintaining database to track work experience and technical training; informing employers/union/health and welfare plans of apprentice wage increases and other changes; and preparing reports for elected officials.
3. Assists Secretary-Treasurer with forecasting, budgeting and preparation of reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.
4. Calculates pension benefits using Family Relations Act and Pension Benefits Standard Act. Reviews court orders and separation agreements; calculates proportionate shares, provides actuary with information regarding retirement options; corresponds with members and former spouses; upon termination, retirement or death, reviews members' pension data and refers to pension assistant for processing; may provide assistance to the payment clerk in setting up new retirees, produces cheques for transfer of pension monies; may assist pension assistant in checking calculation worksheets processing calculations.
5. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
6. Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw) to prepare digital camera-ready art for print reproduction.
7. Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.

EQUIPMENT USED

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

QUALIFICATIONS

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

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

LETTER OF UNDERSTANDING No. 3

PAY RATES ABOVE THOSE SPECIFIED IN ARTICLE A

BETWEEN:

**CONSTRUCTION MAINTENANCE AND ALLIED WORKERS
BARGAINING COUNCIL**

AND:

**MoveUP, Local 378 of the Canadian Office and Professional Employees
Union**

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

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

Original Signed: July 25, 2008

Signed this _____ day of _____, 2016

**SIGNED ON BEHALF OF THE
EMPLOYER**

Party of the First Part;

“original copy signed”

Paul Nedelec
Secretary Treasurer
CMAW-BC

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

“original copy signed”

Brad Bastien
Senior Union Representative
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Gurv Dadwal
Job Steward

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