

COLLECTIVE AGREEMENT

Between



THE PLAN OFF

IWA-FOREST INDUSTRY PENSION AND LTD PLANS

And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter termed the “Union”)

Effective: September 1, 2019 to

Expires: August 31, 2023

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TABLE OF CONTENTS

	PAGE
ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 – UNION SECURITY AND RECOGNITION	3
ARTICLE 3 – UNION REPRESENTATION	4
ARTICLE 4 – RIGHTS OF THE EMPLOYER	4
ARTICLE 5 – DEFINITION OF EMPLOYEES	4
ARTICLE 6 – HOURS OF WORK AND OVERTIME	5
ARTICLE 7 – STATUTORY HOLIDAYS.....	7
ARTICLE 8 – ANNUAL VACATIONS	7
ARTICLE 9 – LEAVE OF ABSENCE	9
ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN	10
ARTICLE 11 – PENSION PLANS.....	12
ARTICLE 12 – SALARIES	13
ARTICLE 13 – HIRING, PROMOTION, LAY-OFF AND RECALL.....	13
ARTICLE 14 – SENIORITY.....	15
ARTICLE 15 – GENERAL	15
ARTICLE 16 – DISCHARGE AND TERMINATION	18
ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY	19
ARTICLE 18 – GRIEVANCE PROCEDURE.....	19
ARTICLE 19 – SINGLE ARBITRATOR	20
ARTICLE 20 – DURATION	21
APPENDIX "A" – JOB CLASSIFICATIONS & TITLES.....	22
APPENDIX "B" – JOB CLASSIFICATIONS AND SALARY RANGES.....	23
APPENDIX "C" – SEXUAL HARASSMENT IN THE WORKPLACE	28
APPENDIX "D" – ENTITLEMENT BY EMPLOYEE CATEGORY	30

Effective: September 1, 2019 to
August 31, 2023

BETWEEN: IWA-FOREST INDUSTRY PENSION AND LTD PLANS
(hereinafter referred to as the "Employer")
PARTY OF THE FIRST PART

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART

ARTICLE 1 – PURPOSE

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 The Union and Employer in carrying out their obligations under this Agreement shall comply with the BC Human Rights Code.

ARTICLE 2 – UNION SECURITY AND RECOGNITION

- 2.1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.
- 2.2 The Employer agrees that all employees covered under this Agreement as a condition of employment, shall, within, thirty (30) days from the effective date of this Agreement, become and remain members of the Union.
- 2.3 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union.
- 2.4 Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made.
- 2.5 In addition to the above, the Employer will provide the Union with a complete listing of all the following for the month reported:
 - (a) New hires
 - (b) Home Address

- (c) E-Mail Address
- (d) Contact Number
- (e) Terminations
- (f) Promotions
- (g) Demotions
- (h) Retirement
- (i) Lateral Transfers
- (j) Salary Revisions
- (k) Employees on extended leave of absence

Such information shall be supplied by the employer in a form acceptable to the parties.

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

ARTICLE 3 – UNION REPRESENTATION

3.1 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. The Union shall inform the Employer of the names of the Job Steward(s).

3.2 The Job Steward(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay. Before leaving the employee's place of work or duties, to assist an employee, or confer with a Local Union Representative, the Job Steward will receive permission from the Employer. The Employer will not unreasonably deny such permission nor will the Job Steward(s) unreasonably exercise this privilege.

ARTICLE 4 – RIGHTS OF THE EMPLOYER

The Union agrees and acknowledges that the Employer has the exclusive right to manage and direct its business and operations, to hire, promote or transfer and direct the employees including the right to discipline or discharge an employee for just cause, and to increase or decrease the working force, subject to the provisions of this Agreement.

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.1 **Probationary Period** – All new employees will be considered probationary for the first one hundred and thirty (130) days worked. During the first 130 days, the Employer will assess the employee for suitability and performance and may dismiss the employee for unsuitability without notice or pay in lieu. The probationary period may be extended upon mutual agreement between the Union and the Employer. Days not actually worked, i.e.: – fortnight days, sick days, vacation days, will not be included in the probationary period. After completing probation 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 probationary period.

If an employee becomes ill while in their probationary period and they complete their probationary period and become a regular employee the Employer will reimburse the employee in accordance with the provisions in Article 10.2.

- 5.2 **Regular** — A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.
- 5.3 **Regular Part-Time** — A Regular Part-Time employee is any person who works on a continuing basis for less than the normal hours of work, and 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 where stated otherwise.
- 5.4 **Temporary** — A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for one hundred and thirty (130) working days whereupon such employee shall attain regular status, except as follows:
- i. The temporary employee is replacing an employee on leave for the duration of that leave (i.e. STD/LTD, Maternity and Parental Leave etc); or
 - ii. For such longer period as may be required to fulfil a specific project or assignment, upon mutual agreement with the Union
- Should the employment relationship extend past the specific period informed at the start of employment, including extensions, the 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
- 5.5 **Casual** — 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 of work on each day which they are employed.
- 5.6 The Employer or the employer's Representative shall make known to the employees their duties and from whom they shall receive instruction as to the policies and procedures of the establishment.
- 5.7 **Students** — Employment during the Summer shall be for a specific period not exceeding five (5) months duration. During this period of employment the student shall pay regular union dues (this being a work permit). Should the employment relationship continue past five consecutive months, the student employee shall attain regular status.
- 5.8 **Entitlements** — the entitlements of the various categories of employees defined above are as stated in this Agreement and summarized in Appendix "D".

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 The work day shall consist of seven (7) hours and thirty (30) minutes on a continuous basis between 8:00 a.m. and 4:30 p.m., Monday to Friday excluding the one (1) hour lunch period. This Agreement shall provide for a nine-day fortnight.

The Employer may alter regular hours of work on a temporary or permanent basis after consultation with affected employees. Employees will not be requested to work past 8

PM. Affected employees will be entitled to a one dollar (\$1.00) per hour shift premium for all hours of the shift.

6.2 A lunch period of one (1) hour 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 the employee.

* The Employer will allow an opportunity to a one-half (1/2) hour flex to the hours of work either by reduction in lunch period or adjusting the start time. Other conditions that apply are as follows:

(a) selection by seniority

(b) individuals moving into department to accept shift available

(c) when preferential shifts become available, access to senior employees

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

6.4 **Overtime Premiums** — Time worked before or after the regularly established working day shall be considered as overtime and paid at time and one-half (150%) of the employee's straight time hourly rate for the first two (2) hours and double time (200%) of the employee's straight time hourly rate thereafter.

6.5 All time worked on Saturday and/or Sunday shall be considered as overtime and paid double time (200%) of the employee's pro-rated hourly rate.

6.6 An employee requested to work overtime beyond the regular work day shall be allowed a one (1) hour meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.7 An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater.

6.8 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

6.9 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or week during which sick leave occurred.

6.10 All overtime requires prior approval by the employer.

ARTICLE 7 – STATUTORY HOLIDAYS

7.1 The Employer agrees to provide all employees with the following statutory holidays, with pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC 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, Civic, and/or Federal Government. Should any of the above holidays fall on an employee's day off, the employee shall receive an additional day or days off, with pay, to be taken at a time mutually agreed with the Employer.

7.2 No work shall be performed by employees on the above-mentioned holidays except in unforeseen circumstances. Work performed on such occasions will be paid for at the rate of double time (200%) the employee's regular rate.

7.3 In the event any of the holidays enumerated in Article 7.1 above, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

7.4 A floating holiday shall be provided once annually as an additional paid holiday.

Employees will submit their selection for the additional paid holiday to the Employer during the vacation selection period.

ARTICLE 8 – ANNUAL VACATIONS

All employees shall be entitled to a vacation in accordance with the following schedule:

8.1 (a) Upon completion of six (6) months service in the employee's 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 employee's total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

Vacation entitlement increases shall be awarded on the anniversary date of the start of employment as indicated in the table below. Payment for such vacation shall be at the employee's current wage rate.

<u>Completed Years Of Service</u>	<u>Vacation Entitlement</u>
<u>1-4</u>	<u>15</u>
<u>5-9</u>	<u>20</u>
<u>10-20</u>	<u>25</u>
<u>20+</u>	<u>30</u>

8.2 Annual vacation entitlement shall be pro rated in accordance with 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 period of service. Vacation pay shall be as provided in this article.

8.3 If an employee terminates employment without having taken all or part of the employee's vacation entitlement, the employee shall be paid for each day of vacation which has not been taken.

8.4 Senior employees shall be given preference in the selection of vacation periods. Vacation periods should be selected by March 15th of the appropriate year. Employees who wish to take their vacation in three or more periods instead of one (1) unbroken period may do so subject to the following:

(a) 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 vacations in more than one (1) period shall select the additional periods in order of seniority.

(b) Subject to the request being made two weeks in advance, employees may take up to two (2) single vacation days which will not be declared as vacation selection. (Emergency issues will be considered when less than two weeks' notice is given.)

(c) Employees may submit cancel and rebook request based on previous vacation selection. Employees will endeavour to provide the employer with reasonable notice. Such cancel and rebook requests will be subject to essential operational requirements and such will not be unreasonably denied.

8.5 Where an employee's scheduled vacation period is interrupted due to serious illness or injury, which either commenced prior to or during the scheduled vacation period, the period of such illness or injury shall be considered sick leave.

Serious illness and injury is determined as an illness or injury that requires the employee to receive ongoing medical care and/or treatments resulting in hospitalization or which would confine the employee to bed for more than three (3) days.

Employees are required to notify the Employer as soon as possible and provide proof of illness or injury by way of a letter from a doctor obtained during the requested sick leave.

The portion of the employee's vacation which is determined to be sick leave under the above provision will not be counted against the employee's vacation days.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.1 **Union Business** – Leave of absence without pay will be granted to an employee for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice.
- 9.2 **Bereavement Leave** – In cases of death involving the spouse, children, step-child, father or mother, an employee shall be granted up to five (5) working days leave of absence with full pay. In cases of death in the immediate family, i.e. father-in-law, mother-in-law, sister, brother, grandparents or grandchild, 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.
- 9.3 **Maternity/Parental Leave** – Maternity leave and Parental leave shall be granted in accordance with the Employment Standards Act.
- 9.4 **Leave of Absence** – Any employee may apply for, and where possible receive up to twelve (12) weeks leave of absence for reasons other than sick leave. Permission for such leave must be obtained, in writing, from the Employer. Employees on unpaid leave under this Article are not eligible for benefits, pension accrual or seniority accrual during the leave.
- 9.5 **Jury Duty** – Full-time Regular employees and Part-time Regular employees who receive a summons for Jury Duty selection or who are selected and serve as a juror (“Jury Duty”) shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have earned, had they worked their normal hours on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the courts may supply.

Full-time Regular employees and Part-time Regular employees who are subpoenaed as a court witness, except for a court action in which the employee is a party or closely related to a party, shall be paid wages amounting to the difference between the amount paid them for time as a court witness and the amount they would have earned, had they worked their normal hours on such days. Employees who are subpoenaed and serve as a court witness shall furnish the Employer with such statement of earnings as the courts may supply.

Employees shall return to work within a reasonable period of time of completing their Jury Duty or time as a court witness. 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 time as a court witness will be counted as hours worked but will not be counted as hours worked for the purposes of overtime.

9.6 **Domestic Violence Leave** – The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence will be able to access 14 days of paid leave for attendance of medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlement and may be taken as consecutive or single days or as a fraction of a day.

9.7 **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 Article 9.4 Leave of Absence or Article 10.2 Sick Leave and Wage Indemnity depending on the employee's request and approval by the provider.

The union, the employer and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the employer. The employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

All regular employees shall be covered under the following plans effective the first day of the month following the month in which they complete ninety (90) calendar days and the Employer will pay one hundred percent (100%) of premiums.

10.1 **Medical Plan** – Medical Services Plan of B.C.

Employees with at least one (1) year of service will be covered for a period of six (6) months following layoff or separation due to technological or procedural change. Where termination is for reasons other than those listed herein, this Article shall not apply.

10.2 **Sick Leave and Wage Indemnity**

One hundred percent (100%) first thirty (30) days (absences of less than five (5) consecutive sick leave days are not counted as part of the thirty (30) days). Two thirds (2/3) of salary payable at time disability absence commences for twenty-four (24) months, two thirds (2/3) of salary payable at time disability absence commences until age sixty-five (65). Payment of the benefits described in this Article is subject to the submission of acceptable medical evidence substantiating the disability of an eligible employee, when such evidence is requested by the Employer or the Insurance Underwriter.

Sick leave entitlements for part-time employees shall be pro-rated based on their hours of work.

To qualify for wage indemnity, the employee must work a minimum of 20 hours per week.

10.3 **Group life Insurance Plan and AD & D**

2 X Gross annual salary.

To qualify for this benefit, the Employee must work a minimum of 20 hours per week.

10.4 **Dental Plan**

100% of A

80% of B

60% of C maximum benefit payable from Plan "C" is \$1,750.00 per individual.

(A) Employees with at least one (1) year of service will be covered for a period of six (6) months following layoff or separation due to technological or procedural change. Where termination is for reasons other than those listed herein, this Article shall not apply.

To qualify for this benefit, the Employee must work a minimum of 20 hours per week.

NB All amendments to the current Dental plan will be effective September 1, 2019.

10.5 **Extended Health**

The Employer agrees to provide an Extended Health Benefit Plan, which shall include provisions for:

(a) Vision Care – Up to a maximum cost of six hundred dollars (\$600.00) every two (2) years per eligible individual family member

(b) Hearing Aids – up to a maximum of \$550.00.

(c) Co-insurance to \$19.50 per day, covering inter-hospital ambulances.

(d) Lifetime maximum payable shall be one hundred thousand (\$100,000.00) dollars.

(e) Acupuncture – two hundred dollars (\$200.00) per year.

(f) Birth Control Coverage

Employees with at least one (1) year of service will be covered for a period of six (6) months following layoff or separation due to technological or procedural change. Where termination is for reasons other than those listed herein, this Article shall not apply.

NB All amendments to the current EHB plan will be effective September 1, 2019.

To qualify for this benefit, the Employee must work a minimum of 20 hours per week.

10.6 **Family Responsibility Leave**

Upon approval by the Manager, an employee may take up to eight (8) days per year to meet unexpected responsibilities related to the care, health or education of their family. Such time off work may be taken at one (1) time or in increments of one (1) or more hours.

In the application of family responsibility leave, all employees will be treated fairly and equally subject to the employee's right to grieve under Articles 18 and 19.

10.7 **Health Spending Account**

A Health Spending Account will be available to all regular employees as administered by a benefit provider on behalf of the Employer. Effective January 1, 2020.

The account shall provide five hundred dollars (\$500) to reimburse the employee for covered medical expenses incurred in the year. Any funds unused as of the calendar year-end are property of the Employer and **“CAN NOT”** be paid out to any employee other than as allowed by the plan, which allows a one (1) year carry over of unused funds.

Any changes in benefit provider will not result in any reduction of the benefits specified in this Agreement unless mutually agreed between the Employer and the Union.

To qualify for this benefit, the Employee must work a minimum of 20 hours per week.

10.8 **First Aid Allowance**

Where the Employer is required to provide first aid coverage, an allowance of \$20.00 per month shall be provided to the employee or employees so designated by the Employer.

ARTICLE 11 – PENSION PLAN

Present Pension Plan shall remain in effect. For employees who terminate and retire on or after September 1, 2011 the pension calculation for all service shall be one and sixty five- hundredths percent (1.65%) on salary earned up to the Y.M.P.E. and two percent (2%) for any portion over the Y.M.P.E..

- Employees shall contribute five percent (5%) of their wages to the pension plan.
- Employees are eligible to retire with an unreduced pension benefit upon attainment of age sixty (60).
- Employees are eligible to retire at any age after attainment of age 55. For employees who retire prior to age 60, the following percentage of accrued pension shall be applied:

Age 55	82%
Age 56	86%
Age 57	90%
Age 58	94%
Age 59	97%

- The percentages are pro-rated if retirement occurs at other than the exact age noted in the table. (For example, if you retire at age 55 years and 6 months, you will receive 84% of your pension.)

- Employees who sustain an involuntary job loss due to downsizing or layoff, on or after attainment of age 50 will be eligible to the subsidized early retirement factors when they are eligible to retire.
- Pre retirement death benefit to calculate on all service.

ARTICLE 12 – SALARIES

- 12.1** Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 12.2** Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement or reclassification of existing positions, shall be subject to negotiations and agreement between the Employer and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 18 and 19 of this Agreement.
- 12.3** It is agreed that the salaries contained in Appendix "A" are minimum salaries. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer.
- 12.4** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job. This provision shall apply to relief periods in excess of one (1) day, or where an employee is required to work at a higher classification on a recurring basis e.g. one (1) day each week. This provision shall not apply when an employee is filling in on another employee's regular day off.

12.5 Rate of Pay for Replacement of Excluded Personnel

The Employer and the Union agree to consult on the matter of the appropriate rate of pay to apply when a bargaining unit member temporarily replaces excluded personnel.

ARTICLE 13 – HIRING, PROMOTION, LAY-OFF AND RECALL

- 13.1 Job Vacancies** – The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions. The Employer will provide the Union with job postings, (including job descriptions) before they are officially posted. The vacancy shall state job titles, job description, group classification and salary range. Each vacancy shall be posted along with job description on a bulletin board on the Employer's premises for at least three (3) working days. The Employer will notify the Union prior to posting a position externally when it determines that no applications received from existing bargaining unit employees satisfy the required qualifications.

- 13.2 Excluded Positions** – The Employer may assign employees to occupy excluded positions on a temporary basis. Where so assigned, the employee will continue to accrue seniority. The assigned employees may not act in a labour relations capacity (i.e. Hire, Fire, Discipline), and the Employer will continue to remit dues during their temporary assignment.
- 13.3 Promotion** – Promotion shall be made on the basis of seniority, experience and ability to do the job. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.
- 13.4** An employee who moves to any other position shall be on trial for the first one hundred and thirty (130) days worked. Days not actually worked i.e.:– fortnight days, sick days, vacation days, will not be included as days worked during the trial period. This period may be extended upon mutual agreement between the Union and the Employer. If during the trial period days the employee is considered to be unsuitable, the employee shall be returned to the employee’s former position or the closest equivalent if the former position is no longer available, and salary plus any increments which the employee may have become entitled to had the employee not changed positions. In the event of changing to a position outside the bargaining unit, the employee shall retain seniority for the trial period.
- 13.5 Lay-off** – If a reduction of office staff is necessary, the following procedure shall be adopted: the employee with the least amount of seniority in any job within a classification will be the first laid off from that job, but they may displace an employee in the same or lower classification with the least seniority in such classification, 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.
- 13.6** All regular (i.e. permanent) employees shall be given two (2) weeks notice of lay-off or two (2) weeks salary in lieu of notice.
- 13.7** Any regular full-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 a recall list for a period of six (6) months.
- 13.8 Recall** – Employees laid off shall be recalled by seniority.
- 13.9 Technological Change and Lay-off** – Employees laid off shall be entitled to severance pay at the time of lay-off, at whichever time they elect to terminate their recall rights, or at the end of the recall period. The amount of severance pay shall be one (1) week's pay for each year of service to ten (10) years' service and two (2) weeks for each year thereafter to a maximum of fifty two (52) weeks.
- 13.10** Notice of recall to an employee who has been laid off shall be made by email, telephone or registered mail to the last contact details provided by the employee, which shall be conclusively deemed to constitute valid service. The employee must respond to such

notice within three (3) working 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 rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

13.11 Salary Policy on Recalls & Demotions

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- (b) Employees recalled to a position in a salary range which is lower than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

ARTICLE 14 – SENIORITY

- 14.1 Seniority shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.
- 14.2 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 the purposes of determining seniority credit.
- 14.3 An employee laid off under Article 13.5 and placed on the recall list, will retain seniority during the period of lay-off.
- 14.4 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article 5.4.
- 14.5 An employee on leave of absence on union business under Article 9.1, or on sick leave and extended leave under Article 10, will continue to accrue seniority. Employees will not accrue seniority during any period of unauthorized leave, or authorized unpaid leave under Article 9.4.
- 14.6 Seniority lists will be made available to the Union by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 15 – GENERAL

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

15.2 MoveUP Jurisdiction

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted to any agency or person outside the bargaining unit, except that the Employer may sub-contract work of an overload nature which will not result in a displacement or lay-off of bargaining unit employees.

The Employer and the Union agree to consult on the application of the above Article.

15.3 Picket Lines – It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of the employee's duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

15.4 Bulletin Boards – will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

15.5 Parking and transit subsidy – A parking and transit subsidy of up to one hundred dollars (\$100) shall be provided to all regular employees on a monthly basis, reimbursement upon proof of payment. Proof must be submitted for reimbursement within sixty (60) calendar days of purchase. The subsidy will be reimbursed on the next possible payroll cycle.

15.6 During the life of this Agreement, the Parties agree that there shall be no lockout or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial.

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

15.8 Tuition Reimbursement – The Employer agrees to pay the full cost (including any necessary publications) of Employer approved job related night school or correspondence courses successfully completed through a recognized educational facility, up to a maximum of four hundred fifty dollars (\$450.00) per year. The Employer will reimburse the employee at the rate of one hundred (100%) percent upon successful completion of the course.

If the Employer requires an employee to attend a seminar or course, the Employer will pay the costs of the seminar or course, including tuition, entrance or registration fees, seminar or course-related books and necessary travelling expenses. Fees will be paid by the Employer when due. If the employee does not successfully complete the seminar or course, the employee will repay the Employer for all expenses paid by the Employer for the seminar or course.

15.9 All members shall be required to use their Union Label.

15.10 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 MoveUP and shall remain the sole property of the Union.

15.11 Occupational Health and Safety

The Employer and employees will comply with the Workers Compensation Act and Occupational Health and Safety Regulations and any other relevant legislation.

15.12 Joint Consultation

The Employer and the Union are in agreement with the principles as set out in the Labour Relations Code Section 53 and will take whatever steps as are necessary to comply with these provisions.

A Joint Standing Committee (“Standing Committee”) shall be established.

The Standing Committee members shall be composed of not more than three (3) regular employees who have completed their probationary period and are Union Members and one of whom is the Chief Office Steward and not more than three (3) Employer Representatives.

Each party shall notify the other, in writing, of the names of their Standing Committee members.

The purpose of the Standing Committee shall be to meet together at the written request of either party to discuss matters related to the administration of this Agreement and to attempt to resolve any problems that may arise or can be foreseen. The written request will include a description of the issue or subject the party wishes to discuss. Minutes shall be kept of all meetings and copies of agreed upon minutes shall be provided to the Chief Office Steward and Employer Representative designated by the Employer.

A decision by the Union members of the Standing Committee must be confirmed by an Official Representative of the Union, to bind the Union. A decision by the Employer members of the Standing Committee must be confirmed by the CEO.

15.13 Computer Loans

A computer loan package will be available to regular employees of the Employer with the following conditions:

- (1) Maximum \$3500.00
- (2) Interest payable on the outstanding balance, with rate payable based on the prescribed rate as determined by Revenue Canada on a quarterly basis.
- (3) Limit of two (2) purchases during this contract.
- (4) Employee required to sign a reimbursement agreement to repay loan during a three year period or less. The outstanding balance becomes payable immediately if employment is terminated for any reason.

15.14 Employee Personnel File

Upon written request of an employee, the employee will be entitled to review the employee's personnel file in the presence of an authorized representative of the Employer, once per year.

Any letters or notes of a disciplinary nature that may be two (2) or more years old will be discarded, except any letter of an ongoing disciplinary nature which may be retained for three (3) years.

15.15 Impact of Legislation

In the event that a binding legal requirement or prohibition makes invalid any provisions of this Agreement, the remaining unaffected provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall attempt in good faith to negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any material rights, privileges, benefits or remuneration lost pursuant to the legislation or other legal changes.

ARTICLE 16 – DISCHARGE AND TERMINATION

16.1 It is hereby agreed that the Employer has the right to discharge for just cause. If the Employer chooses it may grant notice or pay in lieu of notice despite the termination being for just cause.

16.2 If a regular employee is to be provided notice or pay in lieu as provided in Article 16.1 above, said employee shall receive two (2) weeks notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

16.3 If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to the employee's former position without any loss of seniority or rank.

Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

- 17.1 The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.
- 17.2 Wherever practical, employees becoming redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for other positions within the unit. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee(s).
- 17.3 In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits the employee had accrued during employment at the end of the recall period or at such earlier time as the employee may elect to terminate.
- 17.4 Severance pay as provided for in Article 17.5 following, shall be due and payable to a displaced employee, immediately upon termination.
- 17.5 **Technological Changes and Severance Pay** – Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business, shall receive severance pay. The amount of such severance pay shall be one (1) week for each year of service to ten (10) years' service and two (2) weeks for each years service above ten (10) years' service to a maximum of fifty-two (52) weeks. Severance pay shall be payable to an employee upon request, but in any event no later than eighteen (18) months following such separation.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement, whether between the Employer and any employee or employees bound by this collective Agreement or between the Employer and the Union.
- 18.2 Grievances or complaints shall be settled in the following manner:
- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
 - (b) If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1 – The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee shall be accompanied by an Job Steward or

Representative of the Union. The Employer shall have ten (10) working days in which to respond.

STEP 2 – If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Union Representative shall submit the grievance, in writing, to the Office Manager or the Personnel Manager as designated by the Employer, within the next ten (10) working days. The Employer shall have ten (10) working days in which to respond.

STEP 3 – If a satisfactory settlement is not reached at Step 2, the grievance shall be submitted within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Employer. Failing settlement within a further ten (10) working days of receipt of notice, the dispute may be referred to arbitration, by either Party, as set forth in Article 19.

18.3 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 – SINGLE ARBITRATOR

The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

19.1 The Party desiring arbitration under this Article will notify the other Party, in writing, by registered mail, in accordance with the provisions of Article 18.2, Step 3.

19.2 The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the BC Labour Relations Board to appoint an arbitrator. Hearings shall commence within thirty (30) days of the appointment of the arbitrator.

19.3 Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make the employee's 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 the employee's award, in writing, to each of the Parties and this award shall be carried out forthwith. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Each Party shall pay their own costs and expenses of the arbitration and one-half the remuneration and disbursements or expenses of the arbitrator.

ARTICLE 20 – DURATION

20.1 This Agreement will be in full force and effect on and after the **1st** day of **September 2019**, to and including the **31st** day of **August 2023**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party thereto, at least sixty (60) days prior to the **31st** day of **August 2023**, or sixty (60) days prior to the **31st** day of **August** in any year subsequent thereto.

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


Dated this 12th day of September, 2022 at Burnaby, BC.

FOR THE EMPLOYER:

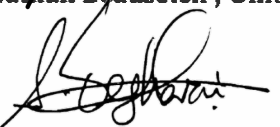


CEO

FOR THE UNION:



Nathan Beausoleil, Union Representative



Sylva Teghararian, Committee Member

E&OE

APPENDIX "A"

JOB CLASSIFICATIONS & TITLES

- GROUP 1
- GROUP 2 - Mail Clerk
- GROUP 3 - Office Assistant
- Data Entry Operator
- Scanner
- GROUP 4 - Collections Coordinator I
- GROUP 5 - Pension Support Officer
- Collections Coordinator II
- GROUP 6 - LTD Benefits Coordinator
- GROUP 7 - Accounting Assistant
- Pension Analyst
- GROUP 8 - Pension Specialist
- Companies Coordinator
- GROUP 9 - Supervisor LTD Benefits
- Senior Pension Specialist
- GROUP 10 - Programmer Analyst
- System Administrator

Training

The Employer will provide the Union with a letter confirming the Employer's commitment to increase training opportunities for members of the bargaining unit during the life of the collective Agreement.

Job Descriptions & Evaluations

To be dealt with outside of negotiations as provided under Article 12.2.

APPENDIX "B"
JOB CLASSIFICATIONS AND SALARY RANGES

September 1, 2018

GROUP	START	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
1	3151	3258	3366	3476	3611
2	3304	3443	3567	3709	3849
3	3567	3709	3849	3995	4138
4	3585	3743	3893	4051	4209
5	3768	3928	4076	4231	4383
6	4214	4367	4526	4684	4849
7	4356	4516	4679	4833	4998
8	4669	4833	5000	5155	5321
9	5080	5261	5435	5610	5794
STUDENT	17.41				

TEMPORARY EMPLOYEES – shall be paid five (5%) percent less than the rate for the particular Category they are employed in.

PROMOTION – person goes to next higher \$ on new Grade but not less than next higher \$ on present Grade.

APPENDIX "B"
JOB CLASSIFICATIONS AND SALARY RANGES

September 1, 2019 2.5%

GROUP	START	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
1	3230	3340	3451	3563	3702
2	3387	3530	3657	3802	3946
3	3657	3802	3946	4095	4242
4	3675	3837	3991	4153	4315
5	3863	4027	4178	4337	4493
6	4091	4252	4409	4569	4731
7	4319	4476	4639	4801	4970
8	4465	4629	4796	4954	5123
9	4786	4954	5125	5284	5454
10	5267	5393	5571	5750	5939
STUDENT	17.85				

TEMPORARY EMPLOYEES – shall be paid five (5%) percent less than the rate for the particular Category they are employed in.

PROMOTION – person goes to next higher \$ on new Grade but not less than next higher \$ on present Grade.

APPENDIX "B"
JOB CLASSIFICATIONS AND SALARY RANGES

September 1, 2020 2.5%

GROUP	START	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
1	3311	3424	3538	3653	3795
2	3472	3619	3749	3898	4045
3	3749	3897	4044	4197	4348
4	3767	3933	4091	4257	4423
5	3960	4128	4283	4446	4606
6	4193	4358	4519	4684	4850
7	4427	4588	4755	4921	5095
8	4577	4745	4916	5078	5251
9	4905	5078	5253	5416	5590
10	5337	5527	5710	5894	6087
STUDENT	18.31				

TEMPORARY EMPLOYEES – shall be paid five (5%) percent less than the rate for the particular Category they are employed in.

PROMOTION – person goes to next higher \$ on new Grade but not less than next higher \$ on present Grade.

APPENDIX "B"
JOB CLASSIFICATIONS AND SALARY RANGES

September 1, 2021 2%

GROUP	START	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
1	3378	3493	3609	3727	3871
2	3542	3689	3824	3976	4126
3	3824	3975	4125	4281	4434
4	3843	4012	4173	4343	4512
5	4040	4209	4369	4535	4699
6	4277	4445	4609	4777	4947
7	4516	4680	4850	5019	5196
8	4668	4840	5014	5179	5356
9	5003	5179	5358	5524	5702
10	5444	5638	5824	6012	6209
STUDENT	18.68				

TEMPORARY EMPLOYEES – shall be paid five (5%) percent less than the rate for the particular Category they are employed in.

PROMOTION – person goes to next higher \$ on new Grade but not less than next higher \$ on present Grade.

APPENDIX "B"
JOB CLASSIFICATIONS AND SALARY RANGES

September 1, 2022 2%

GROUP	START	3 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS
1	3446	3563	3680	3800	3947
2	3613	3763	3899	4054	4207
3	3899	4054	4207	4367	4523
4	3920	4093	4257	4428	4601
5	4119	4294	4457	4626	4791
6	4362	4534	4701	4873	5046
7	4606	4773	4947	5120	5300
8	4761	4936	5114	5283	5463
9	5103	5283	5465	5635	5816
10	5553	5701	5941	6132	6333
STUDENT	19.06				

TEMPORARY EMPLOYEES – shall be paid five (5%) percent less than the rate for the particular Category they are employed in.

PROMOTION – person goes to next higher \$ on new Grade but not less than next higher \$ on present Grade.

APPENDIX "C"

SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE

- (a) The Union and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the B.C Human Rights Code (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
 - (i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the CEO of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer, other than as required for investigative purposes.
 - (ii) A respondent 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 clause.
 - (iii) Where either the complainant(s) and/or respondent(s) are bargaining unit employees:
 1. the complainant(s) and/or respondent(s) are entitled to any Union representation or involvement provided for in this Agreement or otherwise provided for by law;
 2. the Union and the Employer may agree to appoint one or more internal or external investigators, including equal representation from bargaining unit and excluded employees;

3. failing agreement, the CEO may appoint such investigator(s) as the CEO feels appropriate in which case the Employer is responsible for the cost of any external investigator.

For greater certainty the CEO must use reasonable efforts to reach agreement with the Union in bargaining unit cases prior to appointing an investigator unilaterally, taking into account the urgency of the situation.

(iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.

(v) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary

(vi) Nothing in this Appendix 'C' shall be deemed to alter any existing right or obligation of the Employer or Union to investigate and take action for any suspected instances of harassment, whether or not a complainant wishes to pursue the matter.

(vii) Upon completion of the investigation, the investigator(s) will provide a report to the Employer and the Union.

(viii) Where Union is not satisfied with the Employer's response or resolution, the Union may submit a grievance directly to Step 2 of the grievance procedures.

**APPENDIX “D”
ENTITLEMENT BY EMPLOYEE CATEGORY**

	Full-Time Regular	Part-Time Regular	Temporary	Casual	Students
Pension	Yes	Yes	No	No	No
Health Benefits	>20 hours/week	>20 hours/week	After 90 days, if contract term is 6 months or longer	No	No
Vacation	Yes	Pro-rated	Pro-rated	No, if under 6 months	No, if under 6 months
Sick Leave/Family Responsibility Leave	Yes	Pro-rated	Pro-rated	No	No
Union Business, Bereavement, Maternity/Parental, Jury Duty	Yes	Yes	Yes	As required by Employment Standards Act	As required by Employment Standards Act
Seniority	Yes	Yes	If becomes regular employee	No	No
9 Day Fortnight	Yes	No	If works full- time hours	If works full time hours	If works full time hours