

COLLECTIVE AGREEMENT

Between

BC REGIONAL COUNCIL OF CARPENTERS

(hereinafter referred to as the "Employer")

Party of the first part

AND



Local 378, Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

Party of the second part

Term: August 1, 2018 to July 31, 2021

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ARTICLE 1 - PURPOSE

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, from time to time arise; and to promote the mutual interest of the Employer and its employees, in recognition whereof the Parties hereto covenant and agree as follows:

ARTICLE 2 - UNION SECURITY

2.01 The Employer shall provide to the Union all copies of job postings. The Union shall have the right to submit applicants for the job openings. The Employer may request an individual by name or merely make a request based on qualifications and job requirements. If the employer requests an individual the Union shall advise of availability of members within three (3) working days.

2.02 The Employer reserves the right to hire an employee of their choosing. The Employer shall employ one of their own choosing with the understanding that said employee shall, as a condition of employment, become and remain a member of MoveUP, Local 378 Canadian Office and Professional Employees Union within thirty (30) days.

2.03 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 on the fifteenth (15th) day of each month following the date of deduction, 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.

MoveUP to provide Remittance Forms.

2.04 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. This section shall not apply to new hires after February 28, 2001.

2.05 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 to an Employer signatory to an agreement with the Union, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. MoveUP will supply upon request, to the Employer, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

2.06 Union Representatives

- a) The Employer recognizes the Union's right to select Job Stewards to represent employees in matters pertaining to this Agreement.
- b) The Union agrees to provide the Employer with a list of the employees designated as Job Stewards and to notify the Employer immediately in writing of any changes in the designation;
- c) The Job Stewards will obtain the permission of their immediate Supervisor before conducting the duties of a Job Steward. Permission to perform the duties during working hours as a Job Steward will be mutually agreed to with the Employer and such permission will not be unreasonably withheld.

2.07 Leave of Absence for Union Business (without loss of pay)

Leave of absence with pay and no loss of seniority for a designated Job Steward to:

- a) investigate complaints;
- b) investigate grievances and attend grievance meetings;
- c) attend meetings called by management.

2.08 Time off Work for Other Union Business (unpaid)

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

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

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

The Employer will also grant time off for Union Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

ARTICLE 3 - BARGAINING UNIT and RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP, Local 378, Canadian Office and Professional Employees Union, 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.
- 3.02
- i. 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, Local 378, Canadian Office and Professional Employees Union. The Union label shall remain the sole property of the Union.
 - ii. All members of MoveUP shall use their Union Label, labels to be provided by MoveUP.
- 3.03 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 3.04 **Picket Line**
It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their 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.
- 3.05 **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.
- 3.06 **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 4 - EMPLOYMENT

4.01 Duties, Policies, Procedures

The Employer or their Representative shall make known to the employee the job description duties the employee is expected to perform and from whom the employee shall receive their instructions as to the policies and procedures of the establishment.

4.02 Probationary Period

All new employees except temporary 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 attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment. The employer may request of the Union an extension of the probation period if so required. The Union will not unreasonably deny such request.

4.03 Full-Time Regular Employee (FTR)

An employee hired to fill a regular, continuing full-time position. After completion of the established probation period an employee shall be entitled to all benefits set out in this Agreement.

4.04 Part-Time Regular Employee (PTR)

An employee hired to work regular hours or days but who works less than full time hours on a regular and continuing basis.

A part-time employee shall be entitled to all rights under the collective agreement unless specifically identified below.

PTR employees shall be entitled to the statutory holidays without loss of pay identified in Article 6.01. PTR employees shall be entitled to annual vacation under Article 7 but will receive prorated vacation pay based on time worked.

The Employer shall not hire or use PTR employees to avoid the continuance, creation or filling of positions for or by FTR employees.

4.05 Temporary Employee

An employee hired as temporary is an employee hired for temporary defined period not to exceed 18 months.

Temporary employees may be hired without job posting for work of a temporary nature.

The Parties, by mutual agreement, may agree to a period in excess of 18 continuous months.

Temporary employees will receive 10% of gross salary in lieu of vacation pay, statutory holiday pay and benefits.

The Employer shall not hire or use temporary employees to avoid the continuance, creation or filling of positions for or by FTR employees.

4.06 Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.

ARTICLE 5 - HOURS OF WORK

- 5.01 Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. Five (5) days shall constitute a week's work between Monday to Friday inclusive. Employees have the option to work seven and one half (7.5) hours, only by mutual agreement between the Employer and employee.
- 5.02 Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken.
- 5.03 A lunch hour shall 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.
- 5.04 All time worked before or after the regularly established working day or on a Saturday shall be considered as overtime, and shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours' and two (2) times the straight time hourly rate thereafter.
- 5.05 All full-time employees required to work overtime immediately following the regular work day shall be allowed one (1) hour's paid lunch period at the regular rate, provided such overtime is in excess of two (2) hours' work. Such estimated length of overtime work to be agreed upon by the Employer and the employee.
- 5.06 Overtime Rate for Sunday and Statutory Holiday
Time worked on a Sunday or Statutory Holiday shall be paid for at two (2) times the employee's straight time hourly rate.
- 5.07 Employees hired on a part-time basis shall have their hours scheduled, and these hours shall fall between the hours of 8:00 a.m. and 5:00 p.m. All work done outside the scheduled hours and within the regularly established work day shall be considered as off schedule hours and paid for at the regular rate.
- 5.08 Employees called in to perform emergency or part-time work after 5:00 p.m. shall be guaranteed a minimum of two (2) hours at the overtime rate. If the emergency or part-time work does not require the full two (2) hours, it shall be the employee's prerogative to go home and be paid the full two (2) hours.
- 5.09 All overtime shall be distributed, all things being equal, between all members of the office staff.
- 5.10 A minimum of seven (7) hours at the "straight time" hourly rate will be paid to those MoveUP members who travel on any day including Saturday, Sunday or statutory holidays. Travel time in excess of seven (7) hours will be paid at the employee's straight time hourly rate. Travel time is based on flight departure and arrival time to and from the destination.
- In addition, a meal stipend of \$25 per meal missed while travelling, will be provided by submitting an expense voucher to the employer.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Recognition of Statutory Holidays

The Employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

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

and/or any other day that may be stated as a legal holiday by the Federal, Provincial and/or Civic Government. When a Statutory Holiday(s) fall on a Saturday or Sunday, the holiday(s) shall be designated on the regular work day preceding the holiday and/or following the holiday.

If an employee is required to work on the Friday preceding Labour Day then the employee shall have a floating holiday to be taken at a mutually agreed upon time.

6.02 Temporary and casual employees shall receive statutory holiday pay at the rate of four (4%) per cent of gross earnings calculated and applied to each pay cheque. Part-time employees will receive six (6%) per cent.

ARTICLE 7 - ANNUAL VACATION

- 7.01 (a) Upon completion of twelve (12) months service an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate for the period in which the vacation was earned.
- (b) Upon completion of six (6) months service in the first (1st) 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.
- (c) Employees shall be permitted to carry up to five (5) vacation days forward from one year, to be used the following year. Any further carry over of vacation time may only be carried over into the following year with the approval of the Employer.
- 7.02 Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate for the period in which vacation was earned.
- 7.03 For each completed 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.
- 7.04 On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that calendar year. At the employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the Vacation bonus on gross earnings for the period from Jan 1st to termination date period.
- 7.05 **Vacation Pay upon Termination During First Year of Employment**
An employee whose employment is terminated for any reason during the first year of employment shall be paid 6% of gross earnings to the date of such termination less the amount of any vacation payment already received in lieu of vacation time.

ARTICLE 8 - BENEFIT PACKAGE

8.01 Effective January 1, 2019, the Employer shall contribute, on behalf of each employee, five dollars (\$5.00) per hour to the ACAW pension plan, and two dollars (\$2.00) per hour to the BCRCC Health and Benefit Plan.

In years 2020 and 2021 if the Carpenters Benefit Plan contribution level is higher than what is listed on the BCRCC Craft Carpenters Standard C/I Agreement "Inside" Lower Mainland/ Fraser Valley, then the Employer shall pay the higher amount.

8.02 Funded Liability - Sick leave and accrued vacation liability of the Employer are to be kept in a separate trust account for all employees.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at their regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave.
- (b) Part-time sick leave will be calculated on a pro-rated basis of three (3) days, twenty-one (21) hours or less a week.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement or termination fifty (50%) percent of the unused portion of their sick credits.

9.02 Medical certificates will be provided as evidence of illness upon request of the Employer.

9.03 Pregnancy Leave/Parental Leave/Adoption Leave

Leave of absence without pay for pregnancy, parental, adoption leave shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.

9.04 Bereavement Leave

An employee shall be granted up to five (5) working days paid leave in case of death of a parent, spouse, common-law spouse, same-sex spouse, siblings, step-siblings, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren. The definition also includes those who are not related, but are considered a family member. (For the purpose of this Section "parent" shall include foster parent.) An employee shall be granted one (1) working day paid leave in the case of the death of aunts, uncles, nieces and nephews. An additional two (2) working days paid will be provided if an employee needs to travel. For the purpose of this section "parent" shall include foster parent.

Such leave of absence will not be charged against sick leave, holiday entitlement, vacation entitlement or other accrued time off.

9.05 Jury Duty

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service 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 of Jury Duty and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

9.06 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. Employees granted such leave shall be entitled to weekly indemnity plan benefit. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

ARTICLE 10 - SENIORITY

- 10.01 (a) 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.
- 10.02 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.
- 10.03 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period.
- 10.04 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.
- 10.05 Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 10.06 Employees on approved leave of absence on Union business, Pregnancy/Parental leave or sick leave/extended sick leave, will continue to accrue seniority.
- 10.07 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 11 - PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE

11.01 Promotions will be covered by seniority and efficiency. Where efficiency is equal between employees, seniority shall govern.

11.02 On reduction of staff Article 11.03 shall apply. An employee shall not be considered a new employee when re-starting, and shall be paid the same salary as when laid-off, including any wage adjustments that may have been applied during such lay-off time, through negotiations.

11.03 Layoff

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

1. The employee with the least amount of seniority in an affected category will be the first laid-off from that job:
2. The laid off employee may elect placement rights into any vacancy in their former job classification or into a vacancy of a similar classification for which the employee is qualified; or
3. 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, shall have the right to the provisions noted above.

Employees who bump into or take a vacancy placement at a lower wage shall have their existing wage preserved until the wage rate of the new category reaches the employees' wages (Red-Circling).

Regardless of the reason for the reduction or displacement, the impacted employee may choose to go directly to recall.

11.04 No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for their actions on behalf of the Union.

11.05 The employee agrees to give two (2) weeks' notice of resignation, except in extraordinary or unusual cases.

11.06

- (a) After three (3) consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one weeks' wages as compensation for length of service.
- (b) The employer's liability for compensation for length of service increases as follows:
 - (i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;

- (ii) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional weeks' wages for each additional year of employment, to a maximum of ten (10) weeks' wages.
- (c) The liability is deemed to be discharged if the employee:
 - (i) is given written notice of termination as follows:
 - a. one (1) weeks' notice after three (3) consecutive months of employment;
 - b. two (2) weeks' notice after twelve (12) consecutive months of employment;
 - c. three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of ten (10) weeks' notice.
 - (ii) is given a combination of written notice under (c) (i) and money equivalent to the amount the employer is liable to pay, or
 - (iii) terminates the employment, retires from employment, or is dismissed for just cause.
- (d) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by:
 - (i) totalling all the employee's weekly wages, at the regular wage, during the last ten (10) weeks in which the employee worked normal or average hours of work,
 - (ii) dividing the total by ten (10), and
 - (iii) multiplying the result by the number of weeks' wages the employer is liable to pay.
- (e) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

ARTICLE 12 - JOB CLASSIFICATION

12.01 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 14 of this Agreement.

For all employees: "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."

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 All grievances and complaints 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) The grievance or complaint shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievances or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative(s) 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 they may elect.
- 13.02 Any grievance must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee prevents such filing.
- 13.03 If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Job Steward or Union Representative(s) of the Union, and if the matter is not dealt with under Alternate Dispute Resolution under Article 14 then the matter will then be referred to the Board of Arbitration procedure outlined in Article 15 of the Agreement. The time limits herein set forth may be extended by mutual agreement between the Union and the Employer.

ARTICLE 14 - ALTERNATE DISPUTE RESOLUTION

The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 14 – Arbitration.

1. Should either party seek a third party “non-binding option”, upon agreement of the other party to adopt this process, the parties agree to exchange a brief written statement including the following:
 - a) a summary of the grievance
 - b) the alleged violation of the collective agreement, and
 - c) the remedy sought.
2. Such written statement will be referred to Mediator Brian Foley for mediation and a non-binding recommendation to settle the grievance. If Mediator Brian Foley is not available then the parties can mutually agree upon another Mediator.
3. The parties may provide to the Mediator above, an Agreed Statement of Facts.
4. The Mediator’s recommendations will be issued within two (2) weeks of the Mediation.
5. The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
6. The Mediator’s recommendations will be without prejudice and will have non-precedential value in any other proceeding.
7. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
8. The cost of the Mediator’s intervention will be shared equally by the parties.
9. The continued credibility of the process depends upon both parties recognizing the scope of the Alternate Dispute Resolution process.

ARTICLE 15 - ARBITRATION

- 15.01 Where a grievance cannot be amicably settled between the Parties to this Agreement, either of the Parties may, after exhausting the Grievance Procedure, notify the other Party within five (5) days of its desire to submit the difference or allegation to arbitration. The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.
- 15.02 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of 13.03, of Article 13. The notice shall set out the question(s) in the opinion of the Party seeking Arbitration, to be arbitrated.
- 15.03 The Parties to the dispute will thereupon apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator.
- 15.04 Upon appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and, shall deliver their award, in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 15.05 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 Statutory Compliance

- (a) The Employer agrees to abide by the Workers' Compensation Board Occupational Health and Safety Regulation regarding workplace safety and ergonomics.

ARTICLE 17 - JOB STEWARDS

- 17.01 The Union shall notify the Employer of the appointment of all Job Stewards.
- 17.02 The Job Stewards shall be recognized by the Employer and shall not be discriminated against.
- 17.03 The Employer shall provide a Job Steward with sufficient time to carry out their duties.

ARTICLE 18 - RESPECTFUL WORKPLACE

The Union and the Employer recognize the right of Employees to work in an environment free from harassment. Discipline is not considered harassment. Any claims of harassment will be settled in accordance with Article 13 Grievance Procedure, Article 15 Arbitration or the Parties may agree to utilize Article 14 Alternate Dispute Resolution.

ARTICLE 19 - DURATION

- 19.01 This Agreement will be in full force and effect on and after the 1st day of August 2018, to and including the 31st day of July 2021.
- 19.02 Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining. If notice is not given by either party 90 days or more before the expiry of the agreement, both parties are deemed to have given notice under this section 90 days before the expiry.
- 19.03 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.
- 19.04 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia.

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 , 2019.

SIGNED ON BEHALF OF THE
BC Regional Council of Carpenters

SIGNED ON BEHALF OF THE
MoveUP, Local 378, Canadian Office
and Professional Employees Union

(original copy signed)

(original copy signed)

Hamish Stewart
Executive Secretary-Treasurer

Noel Gulbransen
Union Representative

Isa Mai
Accountant

Francesca Cuzzola
Job Steward

E&OE
NG:sh usw2009

APPENDIX "A"

CLASSIFICATIONS & WAGE RATES

PART 1 – WAGES

- 1 Employees in the office covered by this Agreement shall receive the following wages; it being understood that such are minimum wages and that any Employer recognizing experience and ability may adjust the wage upwards if they so desire.
- 2 Whenever an employee in a lower rated category is required to perform work in a higher rated category, they shall be paid the higher rate for all time employed in the higher classification.

PART 2 – JOB DESCRIPTIONS

CATEGORY 4:

Bookkeeping
Allocating and Supervising Work
Payroll
Advanced level of administrative or technical support
Responsible for Training Employees
Desktop Publishing
Computer Programming

CATEGORY 3:

May be required to Train Employees
Maintaining Hour Bank and Records
Maintaining Files
Taking Minutes of Meetings
Maintain Membership Records
Answering Employer Inquiries
Performing Basic Bookkeeping
Preparing Invoices and Bills

CATEGORY 2:

Data Processing
Data Entry
May be required to dispatch
Receiving cash and issuing receipts
Posting Dues
Update membership records
Performing clerical duties in sorting, filing, and maintaining card files
Transcribing Dictation
Receiving and responding to routine office enquiries by phone, at counter or by correspondence.

CATEGORY 1:

Typing letters, envelopes, and reports from rough draft or copy
Answering phones
Filing
Operating Office Equipment
Mail

*It is understood that employees in Categories 2, 3, and 4 may be required to perform job functions of lower Categories without any loss of pay.

APPENDIX "A"

CLASSIFICATIONS & WAGE RATES

	Category/Class				
August 1, 2018	0%	Part-time /Temp	Start Rate	After 6 months	After 12 months
	1	\$29.01	\$28.22	\$28.62	\$29.01
	2	\$30.37	\$29.58	\$30.00	\$30.37
	3	\$33.47	\$32.59	\$33.04	\$33.47
	4	\$34.84	\$33.94	\$34.40	\$34.84

	Category/Class				
August 1, 2019	3.00%	Part-time /Temp	Start Rate	After 6 months	After 12 months
	1	\$29.88	\$29.07	\$29.48	\$29.88
	2	\$31.28	\$30.47	\$30.90	\$31.28
	3	\$34.47	\$33.57	\$34.03	\$34.47
	4	\$35.89	\$34.96	\$35.43	\$35.89

	Category/Class				
August 1, 2020	3.00%	Part-time /Temp	Start Rate	After 6 months	After 12 months
	1	\$30.78	\$29.94	\$30.36	\$30.78
	2	\$32.22	\$31.38	\$31.83	\$32.22
	3	\$35.50	\$34.58	\$35.05	\$35.50
	4	\$36.97	\$36.01	\$36.49	\$36.97

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