COLLECTIVE AGREEMENT

BETWEEN

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local #324

AND



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

August 1, 2018 to July 31, 2021

Table of Contents

ARTICLE 1 – PURPOSE	1
ARTICLE 2 - UNION SECURITY	2
ARTICLE 3 - BARGAINING UNIT and RECOGNITION	4
ARTICLE 4 – EMPLOYMENT	5
ARTICLE 5 - HOURS OF WORK	6
ARTICLE 6 - STATUTORY HOLIDAYS	7
ARTICLE 7 - ANNUAL VACATION	8
ARTICLE 8 - BENEFIT PACKAGE	9
ARTICLE 9 – LEAVES OF ABSENCE	10
ARTICLE 10 – SENIORITY	12
ARTICLE 11 - PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE	13
ARTICLE 12 - JOB CLASSIFICATION	15
ARTICLE 13 - GRIEVANCE PROCEDURE	16
ARTICLE 14 - ALTERNATE DISPUTE RESOLUTION	
ARTICLE 15 – ARBITRATION	18
ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY	19
ARTICLE 17 – JOB STEWARDS	20
ARTICLE 18 – GENDER TRANSITION LEAVE	21
ARTICLE 19 - DURATION	22
APPENDIX "A"	23
CLASSIFICATIONS & WAGE RATES	23
LETTER OF UNDERSTANDING No. 1	26

BETWEEN: United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local #324

(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

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:

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 2 - UNION SECURITY

- 2.01 The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 2.02 If competent help cannot be furnished, the Employer shall employ one of his own choosing with the understanding that said employee shall, as a condition of employment, become and remain a member of MoveUP (Canadian Office and Professional Employees Union Local 378) within thirty (30) days.
- 2.03 The Employer agrees to have all Public Stenography done by a public stenographer who is a member of this Union and can supply the Union Label, if available.
- 2.04 In the event of the Employer hiring an office employee who is not a member of the Canadian Office and Professional Employees Union, Local 378, the Union agrees to issue a work permit prior to commencing employment in order that the Employer may display the Canadian Office and Professional Employee's Union label.
- 2.05 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.

Such information shall be supplied by the Employer and in an electronic form mutually acceptable to the parties.

MoveUP to provide Remittance Forms.

- 2.06 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.
- 2.07 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 2.03

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

above, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. <u>MoveUP</u> will supply to the Employers, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

<u>2.08</u> <u>Time off Work for Other Union Business (unpaid)</u>

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 by the Employer.

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

The Employer shall be entitled to recover from the Union, all wages 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

- The Employer recognizes the Union as the sole bargaining authority for all 3.01 employees in its offices within the jurisdiction of MoveUP (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.
- The Union Label shall be made available to the Employer. The privilege of using 3.02 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 as designated by the Union and shall remain the sole property of the Union.
 - All members of the Union shall use their Union Label, labels to be provided by ii. the Union.
- Employees shall not be asked to make any written statement or verbal contract which 3.03 may conflict with this Agreement.
- Picket Line 3.04

It shall not be a violation of this Agreement or cause for discharge for 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.

- No Discipline for Union Activity 3.05
 - 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.

Page 4

and UA Local 324

ARTICLE 4 – EMPLOYMENT

- 4.01 Duties, Policies, Procedures
 - The Employer or his Representative shall make known to the employee the duties the job description 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 and casual employees will be considered probationary for the first one hundred and eighty (180) days of employment. After one hundred and eighty (180) 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 one hundred and eighty (180) days of employment.
- 4.03 A temporary employee is an employee so informed at the start of employment, and may not work past three (3) months of employment as a temporary employee. The Employer at the start of employment must notify the Union and receive a work permit. Following three (3) months temporary employment an employee shall be considered to be a permanent employee and shall be entitled to all the benefits of the contract.
- 4.04 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 5 - HOURS OF WORK

Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 5.01 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. Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one 5.02 (1) afternoon, shall be taken. A lunch hour shall be provided and taken within the two (2) hours in the middle of 5.03 the regular working day; precise time to be arranged between the Employer and the employee. All time worked before or after the regularly established working day or on a 5.04 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. All full-time employees required to work overtime immediately following the regular 5.05 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. Overtime Rate for Sunday and Statutory Holiday 5.06 Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate. Employees hired on a part-time basis shall have their hours scheduled, and these 5.07 hours shall fall between the hours of 9:00 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. All overtime shall be distributed, all things being equal, between all members of the 5.09

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

Term: August 1, 2018 - July 31, 2021

office staff.

ARTICLE 6 - 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 Easter Monday Victoria Day Canada Day

Friday preceding BC 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

Term: August 1, 2018 - July 31, 2021

Page 7

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) Vacation time may not be carried over into the following year without the approval of the Employer.

Note: A mutually agreeable arrangement will be made for those who currently have unused vacation which has been carried over. This will be taken care of in a letter of understanding. Going forward all employees will have to adhere to the above section (c).

- 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.
- 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.
- Vacation Pay Upon Termination During First Year of Employment
 An employee whose employment 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 in lieu of vacation time.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 8 - BENEFIT PACKAGE

8.01 Health and Welfare

The Employer shall pay for and provide a health and welfare benefit package to the employees. The plan shall be the Victoria Mechanical Industry Health and Welfare Plan.

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

All employees hired after the date of ratification of the collective agreement for the period 2014-2018 shall have pension contributions made from the employer to the Victoria Mechanical Industry Pension Plan as follows:

Effective date of ratification 2015 – three dollars and twenty-five cents (\$3.25) per hour

Effective August 1, 2015 – three dollars and fifty (\$3.50) cents

Effective August 1, 2016 – three dollars and seventy-five cents (\$3.75)

Effective August 1, 2017 – four dollars (\$4.00) per hour

Existing employees will continue to be covered for pension contributions as outlined in LOU #1

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

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 proportional to the hours worked per month.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement twenty (20%) percent of the unused portion of their sick credits.

9.02 Medical Certificates

Medical certificates will be provided as evidence of illness upon request of the Employer. Such requests will not be unreasonable. All costs for obtaining any medical certificate, examination or doctor's report under this article shall be borne by the employer.

9.03 <u>Pregnancy</u> Leave/Parental Leave/Adoption Leave

Leave of absence without pay for <u>pregnancy</u>, 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 three (3) working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, step-brothers, step-sisters, 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 off of Vancouver Island. For the purpose of this section "spouse" includes common-law wife within the meaning of the Family Relations Act.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

Page 10

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.

ARTICLE 10 – SENIORITY

(a) Seniority shall mean length of continuous service with the Employer and its 10.01 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. (b) Seniority shall not be transferable between the Employers covered by this Collective Agreement. 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. An employee laid off and placed on the recall list will be credited with unbroken 10.03 seniority upon recall within the recall period. No seniority shall accrue for short terms of temporary work except that temporary 10.04 employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer. Regular part-time employees will be credited with seniority on a pro-rated basis 10.05 consistent with the hours earned. Employees on approved leave of absence on Union business, Pregnancy/Parental 10.06 leave or sick leave/extended sick leave, will continue to accrue seniority. Seniority lists will be made available by the Employer at such times as may be 10.07

required for the administration of this Agreement.

Page 12

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

- Promotions will be covered by seniority and efficiency. Where efficiency is equal 11.01 between employees, seniority shall govern.
- On reduction of staff through slackness of work, last on, first off, last off first on and 11.02 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.
- Any regular full-time or part-time employee with six (6) months or more of service 11.03 who is laid-off for any reason, shall be placed on the recall list for a period of one year or may elect to take severance pay instead of being placed on the recall list.
- No employee shall be dismissed except for just and sufficient cause, nor be 11.04 discriminated against or discharged for their actions on behalf of the Union.
- The employee agrees to give two (2) weeks' notice of resignation, except in 11.05 extraordinary or unusual cases.
- After three (3) consecutive months of employment, the employer becomes 11.06 liable to pay an employee an amount equal to one weeks' wages as compensation for length of service.
 - The employer's liability for compensation for length of service increases as (b) 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:
 - one (1) weeks' notice after three (3) consecutive months of a. employment;
 - two (2) weeks' notice after twelve (12) consecutive months of employment;
 - 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

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

- 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 12 - JOB CLASSIFICATION

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 reclassifying 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 13 - GRIEVANCE PROCEDURE

- 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 Office Steward, who will present such grievances 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(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.
- 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.
- If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Office Steward or Business 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

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 15 – Arbitration.

- Should either party seek a third party "non-binding option", upon agreement 1. of the other party to adopt this process, the parties agree to exchange a brief written statement including the following:
 - a summary of the grievance
 - b) the alleged violation of the collective agreement, and
 - the remedy sought. c)
- Such written statement will be referred to Mediator Brian Foley for 2. 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.
- The parties may provide to the Mediator above, an Agreed Statement of 3. Facts.
- The Mediator's recommendations will be issued within two (2) weeks of the 4. Mediation.
- The Mediator's recommendations will be privileged and will not be referred 5. to at any time for any purpose.
- The Mediator's recommendations will be without prejudice and will have 6. non-precedential value in any other proceeding.
- The parties acknowledge that the credibility of this process depends upon 7. 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.
- The continued credibility of the process depends upon both parties 9. recognizing the scope of the Alternate Dispute Resolution process.

Page 17

and UA Local 324

ARTICLE 15 – ARBITRATION

- 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.
- 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.
- The Parties to the dispute will thereupon apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator.
- Upon appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and, shall deliver his 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.
- Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

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, which shall include:
 - a) investigate complaints;
 - b) investigate grievances and attend grievance meetings;
 - c) supervise during ratification votes;
 - d) attend meetings called by management;
 - e) distribute bulletins and surveys.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 18 – 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.

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

ARTICLE 19 – DURATION

19.01 Duration

This Agreement shall be binding and remain in full force for the period from and including 1 August 2018 to and including 31 July 2021.

19.02 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.

19.03 Agreement to Continue in Force

After the expiry date of this Agreement, and until a new or revised Agreement is signed by the Parties, this agreement shall remain in full force and effect. This includes, but is not limited to, making any matter retroactive in such agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

The Parties agree to exclude the operation of Section 50(2) 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 , 2018.

Signed on behalf of the Employer *Party of the First Part;*

(original signed)

Jim Noon, Marketing Director Plumbers Local #324 Signed on behalf of the Union Party of the Second Part;

(original signed)

Noel Gulbransen, Union Representative MoveUP

(original signed)

Haylee Downey, Bargaining Committee Plumbers Local #324

E&OE

NG:sh USW2009

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378)

and UA Local 324

APPENDIX "A"

CLASSIFICATIONS & WAGE RATES

PART 1 - WAGES

- 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.
- 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.
- The position of Office Manager shall be paid 10% above the highest category wage rate in this collective agreement.

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

Supervision of support staff

Secretarial support to the business manager

Administrates starting and stopping of members' health benefits

Bank pre-authorized payments for membership dues and H&W benefits

Contractors remittance verification, posting and balancing

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

Preparing basic bookkeeping and payroll for Joint Training Committee

Preparing invoices and bills

Knowledge of Publisher

Purchases online safety courses

Apprenticeship/Joint Training Committee administration (registering apprentices, tracking

hours, employer incentive grants, rate increases)

Preparing cash sheets

Dispatching

May be required for maintenance of union website, Facebook & MOMS

Assists in the planning of events, general meetings, conferences, annual banquets

Requires knowledge of health benefits plan to provide information to members enquiries

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378) and UA Local 324

Page 23

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

Posting dues

Knowledge of Microsoft Word, Excel and Outlook

Registering for online safety courses

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 and office manager may be required to perform job functions of lower Categories without any loss of pay.

and UA Local 324

Page 24

APPENDIX "A"

CLASSIFICATIONS & WAGE RATES

	Effective Date			
	August 1, 2018 (3%)			
		Start	6 mths	12 mths
Category 1		<u>\$29.50</u>	<u>\$30.24</u>	<u>\$30.99</u>
Category 2		<u>\$30.91</u>	<u>\$31.68</u>	<u>\$32.48</u>
Category 3		<u>\$34.06</u>	<u>\$34.92</u>	<u>\$35.78</u>
Category 4		<u>\$35.47</u>	<u>\$36.36</u>	<u>\$37.27</u>
Office Manager @ 10%		<u>\$40.99</u>		
	August 1, 2019 (3%)			
Category 1		\$30.39	<u>\$31.15</u>	<u>\$31.92</u>
Category 2		<u>\$31.84</u>	<u>\$32.63</u>	\$33.45
Category 3		<u>\$35.08</u>	<u>\$35.97</u>	<u>\$36.85</u>
Category 4		<u>\$36.53</u>	\$37.45	\$38.39
Office Manager @ 10%		<u>\$42.22</u>		
	<u>August 1, 2020 (3%)</u>			
Category 1		<u>\$31.30</u>	<u>\$32.09</u>	<u>\$32.88</u>
Category 2		<u>\$32.80</u>	<u>\$33.61</u>	<u>\$34.46</u>
Category 3		<u>\$36.13</u>	<u>\$37.05</u>	<u>\$37.96</u>
Category 4		<u>\$37.63</u>	<u>\$38.57</u>	<u>\$39.54</u>
Office Manager @ 10%		\$43.49		

E&OE NG:sh usw2009

LETTER OF UNDERSTANDING No. 1

United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local 324

And

Canadian Office and Professional Employees Union, Local 378

The parties agree that Article 8.03 shall be replaced by the following for these named employees only:

Jan Lageri and Haylee Downey will be provided a Pension Plan under the United Association Local Officers and Employees Fund.

All other provisions of Article 8 will apply to these employees.

This letter of understanding shall be effective from the date of signing and will remain in effect for the above-named employees, Jan Lageri and Haylee Downey unless terminated, laid-off or upon retirement.

Signed at Victoria, BC this 15th day of April, 2015.

Signed on behalf of the Employer
Party of the First Part;

Signed on behalf of the Union
Party of the First Part;

Party of the Second Part;

(original signed)

Jim Noon, Marketing Director
Plumbers Local #324

COPE Local 378

NG:sh usw2009

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union, Local 378)

and UA Local 324