

RATIFICATION DOCUMENT

JANUARY 2019 (revised)

Between

Construction Industry Affiliated Trade Unions
(hereinafter referred to as the "Employer")

And

~~Canadian Office and Professional Employees
Union~~ ***MoveUp: Movement of United
Professionals*** ~~Local 378~~
(hereinafter referred to as the "Union")

All language to be deleted is identified by strikethrough.

All "new" language is identified in in bold *italic*.

This document is subject to the successful ratification by each respective Parties "membership".

CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS MASTER OFFICE AGREEMENT

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1ST DAY OF MAY 2018

BETWEEN: CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS

(hereinafter referred to as the "Employer") *Party of the First Part;*

AND: ~~CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378~~

MOVEUP: MOVEMENT OF UNITED PROFESSIONALS

(hereinafter referred to as the "Union") *Party of the Second Part;*

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may arise from time to time.
- 1.02 For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as including the plural or masculine unless the context requires otherwise.
- 1.03 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 2- BARGAINING UNIT AND RECOGNITION

- 2.01 The Employer recognizes the Union as a multi-employer certification and the sole bargaining authority for all Employees in its offices within the jurisdiction of the ~~Canadian Office and Professional Employees Union, Local 378~~, ***MoveUp*** Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02 The Union will direct all correspondence and grievances to the bargaining unit Employer. The bargaining unit Employer will be the Employer responsible to manage and coordinate the grieved matter. It is the responsibility of the bargaining unit Employer to advise the ~~Council~~ ***President of C.I.A.T.U.*** of ***any*** policy grievances that may affect the collective agreement.
- 2.03 All members shall be required to use their Union Label.
- 2.04 The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the ~~Canadian Office and Professional Employees Union~~ with the designation of ***MoveUp*** Local 378 and shall remain the sole property of the Union.

- 2.05** 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. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 2.06** 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.

ARTICLE 3- UNION SECURITY

- 3.01** The Employer agrees that all employees shall maintain Union membership in the ~~Canadian Office and Professional Employees~~ Union as a condition of **employment**. It is understood that the employee will join the Union within fifteen (15) working days and remain a member of the Union in good standing, as a condition of continuing **employment**.
- 3.01** The Employer agrees that all employees shall maintain Union membership in the ~~Canadian Office and Professional Employees~~ Union as a condition of **employment**. It is understood that the employee will join the Union within fifteen (15) working days and remain a member of the Union in good standing, as a condition of continuing **employment**.
- 3.02** When the **bargaining unit** Employer requires new employees, it shall notify the Union of the classification, category, job title, and job qualifications, **the hourly rate of pay and the work schedule** of the employee required in order that **to allow** the Union shall have **the** opportunity, within three (3) working days of being advised of a vacancy, to refer Union applicants for consideration. The **bargaining unit** Employer shall have the sole discretion in filling a vacancy, whether or not the applicant is a member of the Union.
- 3.03** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate the **employment** of said employee after seven (7) days from the date of notice **sent by the Union**.
- 3.04** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward(s) together with a list of employees from whom such deductions were made **and** said list shall include the following:
- a) Name and address
 - b) Employee or ID number if relevant
 - c) Gross monthly earnings
 - d) Job Title and Category
 - e) Classification
 - f) Work location
 - g) Amount of dues deduced/Initiation fee
 - h) Date of hire
- 3.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 5.07.

ARTICLE 4- THE RIGHTS OF THE EMPLOYER

- 4.01 The Union recognizes the rights of the Employer to hire, ~~and promote,~~ **lay-off**, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Article 18.
- 4.02 ***The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees subject to the terms of this Collective Agreement.***

ARTICLE 5 - DEFINITION OF EMPLOYEES - CLASSIFICATIONS

Definition of Regular Status – an employee who has achieved regular status shall be covered by all the terms and conditions of this Collective Agreement including the following benefits and rights;

***Statutory Holidays
Annual Vacation Entitlement
Sick Leave
Benefit Plan - Pension
Benefit Plan - Health
Seniority***

5.01 Probationary ***Employees:***

All new Employees, except ~~temporary and~~ Casual Employees, will be considered probationary for the first ninety (90) calendar days of employment, after which they will become **achieve** regular **status**. A ~~Temporary Employee~~ **achieving** ~~transferred to or~~ ~~attaining~~ regular status will not be required to serve any further probationary period beyond the first ninety (90) calendar days of employment.

5.02 Regular Full - Time ***Employees:***

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

5.03 Regular Part-Time ***Employees:***

A regular **Part-Time** employee is any person employed on a continuous basis for fewer than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period **and achieved regular status**.

Regular **Part-Time** employees shall be covered by all conditions of this Agreement except as follows:

- (b) Regular **Part-Time** employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours worked in the previous thirty (30) days.
- (c) ***A Regular Part-Time employee's Annual Vacation entitlement Time*** shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be **pro-rated** ~~in proportion~~ to the entitlement as provided in Article 9. ~~of a Full-Time regular employee with the same seniority. calendar period of service.~~ ***A Regular Part-Time employee's Annual Vacation pay Bank*** shall be as provided in Article 9.

- (a) **A Regular Part-Time employee's monthly banked Sick Leave and the maximum cumulative total of hours banked, entitlement shall be calculated on a pro rata basis consistent with the hours worked in the previous thirty (30) days.**
- (d) **The bargaining unit Employer shall make monthly contributions to the Pension Plan Fund for regular Part-Time employees in accordance with Article 11.03(b).**
- (e) **The bargaining unit Employer shall make hourly contributions to the Health Plan Fund on behalf of regular Part-Time employees based on actual hours earned as identified at Articles 11.03(c) and (d).**
- (f) **Regular Part-Time employees will be credited with seniority in accordance with Article 13.05.**

5.04 Temporary Employees:

- (a) A Temporary employee is an employee ~~one so~~ **who is** informed of such by the Employer at the start of **their** employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Article 5.04(b) below, whereupon such **Temporary** employee's shall attain **achieve** regular status **unless the temporary employment is extended for a period not exceeding an additional three (3) months the extension of which shall be reached by mutual agreement of by and between the bargaining unit Employer and the union.**

A Temporary Employee reaching regular status will have rights under this Agreement which shall be based on length of service for seniority dated from the start of employment.

- (b) Temporary employees hired to replace **Full-Time** Employees on leave of absence under Articles 10.01 and 10.03 shall not attain **achieve** regular status during **for** the duration of their temporary employment.
- (c) Temporary employees shall receive statutory holiday pay on the same basis as **regular full-time** or regular part-time Employees depending on the **Temporary** Employee's weekly hours ~~for~~ **of** work.
- (d) Temporary employees shall receive four percent (4%) of gross earnings in lieu of as annual vacation pay **on each and every paycheque. A temporary employee who achieves regular status shall have these amounts deducted from their Vacation Bank entitlement as identified in Article 9.03.**
- (e) **The bargaining unit Employer shall make hourly contributions to the Pension Plan Fund on behalf of Temporary employees in accordance with Article 11.03(d).**
- (f) **The bargaining unit Employer shall make hourly contributions to the Health Plan Fund on behalf of Temporary employees based on the actual hours earned by the Temporary employee as identified at Article 11.03(d).**
- (g) **Temporary employees shall only accrue seniority upon achieving regular status.**

5.05 Casual *Employees*:

- (a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to ~~one (1)~~ **two (2)** months. Such **Casual** Employees shall be paid, at the **wage** rates provided in this Agreement and will be guaranteed not less than four (4) hours' work on each day which they are employed.
- (b) Casual employees shall be entitled to a combined Statutory **Holiday** and Annual Vacation pay at the rate of eight percent (8%) of gross earnings **and shall receive these monies, after reaching mutual agreement with the bargaining unit Employer, on either termination or on each and every paycheck.**
- (c) **The bargaining unit Employer shall make hourly contributions to the Pension Plan Fund on behalf of Casual employees in accordance with Article 11.03(d).**
- (d) **The bargaining unit Employer shall make hourly contributions to the Health Plan Fund on behalf of Casual employees based on actual hours earned as identified at Article 11.03(d).**
- (e) **Casual employees shall not accrue any seniority.**

5.06 Red-Circled *Employees*:

As of the date of ratification, Red-Circled employees are identified as those employees who are receiving a rate of pay that is greater than for the category of work performed as is identified in **Appendix "A"**.

5.07 The **bargaining unit** Employer or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the **Policies** and **Procedures** of the **bargaining unit Employer** establishment.

5.08 **A working day, for the purposes of this Collective Agreement, shall be defined by a bargaining unit Employer as the actual hours paid to an employee on any working day in accordance with Articles 7.01 and 7.02.**

ARTICLE 6- UNION REPRESENTATION

6.01 The **bargaining unit** Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representatives(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the **bargaining unit** Employer as to an appropriate time for such contact before meeting the employees.

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

6.04 The Job Steward may, within reason and, after obtaining authorization from the **bargaining unit** Employer that will not be unreasonably withheld, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours,

without loss of pay. Where there is a requirement to have an Employee in attendance during any authorized Job Steward's investigation and/or grievance handling, the employee's attendance will be without loss of pay

- 6.05** The Job Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 6.06** The **bargaining unit** Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.07** **An unpaid leave of absence may be requested by the Union for an employee to attend to Union business and where possible such leave will be granted by the bargaining unit Employer. The Union will provide reasonable notice to the bargaining unit Employer of any such request.**

Union Job Stewards may request time off for the purposes of their **Job Stewards** attendance at seminars and training courses sponsored by the Union and any such request(s) shall not be unreasonably withheld subject to the **bargaining unit** Employers operational requirements. **The Union Job Steward(s) will provide the bargaining unit Employer with a minimum of three (3) working days' notice prior to the requested time off.**

ARTICLE 7- HOURS OF WORK AND OVERTIME

- 7.01** The regular work schedule of **regular Full-Time employees** is identified follows:

A regular work day shall consist of six and one half (6 1/2) paid hours between the hours of 8:00 a.m. and 5:00 p.m. A regular work week shall consist of thirty-two and one half (32 1/2) paid hours worked in five (5) days Monday to Friday.

- 7.02** (a) The work schedule as provided in Article 7.01 may be modified by mutual agreement between the affected **bargaining unit** Employer and the Union and any such agreed to modified work schedule shall be identified by Letter of Understanding.

It is understood and agreed by the Parties that, **as of date of ratification, where an bargaining unit Employer currently has a modified work schedule that is not identified at Article 7.01, that the bargaining unit Employers modified work schedule shall continue and be recognized as their regular work schedule and shall be identified by Letter of Understanding.**

- (b) Before considering layoffs and where there are Employees on a modified work schedule, the Employer shall review the existing modified work schedule to determine if there is an operational ability to return to the work schedule as identified in Article 7.01.
- (c) Where the Employer recognizes there is the operational ability to return to the hours of work schedule as identified in Article 7.01, the affected Employer agrees to meet with the Union to discuss any changes to, up to and including removal of, the Letter of Understanding. This meeting shall occur after the Union and the affected Employees have received thirty (30) calendar days written notice prior to the effective date of the return to the hours identified in Article 7.01.

- (d) Where the Employer determines there is no ability to return to the work schedule as identified in Article 7.01, Article 14 shall apply to any reduction to the regular fulltime Employee complement.

7.03 A one (1) hour unpaid lunch period will be provided and taken within the two (2) hours in the middle of the regular working day **with the** precise time to be arranged between the **bargaining unit** Employer and employee. The lunch period may be shortened by mutual agreement between the **bargaining unit** Employer and the employee from one (1) unpaid hour to not less than one-half (1/2) unpaid hour. **The employee's lunch period shall only be varied where mutual agreement is reached.**

7.04 Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.

7.05 **Any employee who works four (4) hours or less per day shall only receive one (1) paid relief period of fifteen (15) minutes. Article 7.03 shall not apply in these circumstances.**

7.06 Overtime Premiums:

All time worked before or after the regularly established working day an employee's **regular daily work schedule as referenced in Article 7.01 or 7.02**, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's hourly rate **of pay**.

Any employee who does not work a regular daily work schedule as referenced in Article 7.01 shall receive overtime paid after six point five (6.5) hours worked on any day or thirty-two point five (32.5) hours worked at straight-time during the week, Monday to Friday subject to Article 7.02. Article 7.07 shall apply.

7.07 ~~All~~ **Any** time worked **by any employee** on Saturday, Sunday or, on a **Statutory Holiday** as provided in Article 8.01 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's hourly rate **of pay**.

7.08 All employees requested to work overtime beyond the regular work day **their regular daily work schedule, as referenced in Article 7.01 or 7.02**, shall be allowed a one half (1/2) hour paid meal period provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.09 **All** employees, **except regular Part-Time employees and Casual employees**, called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day **their regular daily work schedule as referenced in Article 7.01 or 7.02** other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.

Regular Part-Time employees and Casual employees called in on Saturday or Sunday or on their Vacation shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.

7.10 Regularly scheduled **Regular** overtime shall **be identified as being that** ~~mean~~ overtime for which at least twenty-four (24) hours' notice has been given. **Employees working regular overtime shall be paid for hours worked.**

Emergency overtime shall **be identified as being that mean** overtime for which less than ~~one (1) days'~~ **twenty-four (24) hours'** notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours' notice ~~that is emergency overtime,~~ shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the Employee to not less than two (2) hours' additional pay at overtime rates.

The meal hour allowance in the foregoing Article 7.08 shall be separate and apart from the above premium provisions.

- 7.11 Overtime shall be on a voluntary basis and will be offered, by seniority, to all qualified **employees**. ~~members of the office staff.~~ **In the event there are insufficient volunteers for the overtime work, the bargaining unit Employer shall assign the overtime work in reverse order of seniority to qualified employees.**
- 7.12 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.
- 7.13 Paid sick leave ~~or extended sick leave~~ shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8- STATUTORY HOLIDAYS

8.01 The **bargaining unit** Employer agrees to provide all full-time employees with the following Statutory **Holidays**, without loss of pay **subject to Article 5:**

| | | |
|----------------------|---------------|------------------|
| New Year's Day | Family Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| British Columbia Day | Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day | Boxing Day |

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Territorial or Civic Holidays, when declared, shall be provided to the Employees working in the said location where the **Holiday** is declared. The **bargaining unit** Employer further agrees that should one (1) of the above **Statutory Holidays** fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional **working** day or **working** days off, with pay, to be taken the working day preceding the **Holiday** or the working day succeeding the **Holiday** or at a time mutually agreed by the **bargaining unit** Employer and the employee.

8.02 In the event any of the **Holidays** enumerated in Article 8.01 occur during the period of an employee's vacation, an additional **working** days' vacation with pay shall be allowed for each **Holiday** so occurring.

ARTICLE 9 - ANNUAL VACATIONS

9.01 **Bargaining unit** Employers who have established a practice of annualizing employee's vacation entitlement and the observance of such shall have the right to continue the

practice. It is understood and agreed that an **bargaining unit** Employer in this circumstance shall ~~continue to~~ recognize all benefit entitlement levels **as identified in this Collective Agreement**.

9.02 All **bargaining unit** Employers with the exception of those **bargaining unit** Employers identified in Article 9.01 shall, **other than as specifically referenced in a Letter of Understanding**, recognize the following;

Vacation Year - is defined as the year following employee's anniversary date of hire.

Vacation Time - is recognized as the employee's vacation entitlement.

Vacation Bank - is identified as the "Bank" where the monies are paid from when an employee receives Vacation Time. The monies available are calculated and arrived at by using the appropriate percentage multiplied by the employee's gross earnings for the one (1) year period immediately preceding an employee's anniversary date of hire.

9.03 (a) Upon completion of six (6) months ' service, an employee shall be entitled to receive Vacation Time of up to five (5) **working** days **subject to Article 5**, which, if taken, will be deducted and paid from the Vacation Bank for the Vacation Year as identified at 9.03(b). Any such Vacation Time granted shall be taken at a time mutually agreed to by the **bargaining unit** Employer.

(b) Upon completion of one (1) years' service, an employee shall be entitled to a Vacation Time of fifteen (15) **working** days, less any time granted as identified in Article 9.03(a), which shall be taken in the first Vacation Year. Payment for any Vacation Time taken in the Vacation Year shall be paid from the employee's Vacation Bank and the employee shall receive their current hourly rate of pay **for each hour of every working day** or six percent (6%) of the employee's gross earnings whichever is the greater; subject to Articles **5**, 10.01, 10.03(b), ~~and~~ 11.01(b) **and 11.02**, for the one (1) year period immediately preceding an employee's anniversary date of hire.

9.04 Upon completion of five (5) years' service an employee shall be entitled to a Vacation Time of twenty (20) **working** days. Payment for any such Vacation Time shall be received from the employee's Vacation Bank and the employee shall be paid their current hourly rate of pay **for each hour of every working day** or eight percent (8%) of the employee's gross earnings whichever is the greater; subject to Articles **5**, 10.01, 10.03(b), ~~and~~ 11.01(b) **and 11.02**, for the one (1) year period immediately preceding an employee's anniversary date of hire.

9.05 In addition to the Vacation Time referenced in Article 9.04 an employee shall, upon completion of six (6) years' service and for each successive year of service thereafter, be entitled to commence receiving and accumulating one (1) additional **working** day as Vacation Time to a maximum cumulative total of thirty (30) **working** days' Vacation Time.

This ~~graph~~ **table** is in reference to Article 7.01.

| Completed Years of Service | Vacation Time Total | Vacation Time as Hours |
|----------------------------|------------------------|------------------------|
| 1-4 | 15 working Days | 97.5 Hours |
| 5 | 20 working Days | 130.0 Hours |

| | | |
|----|------------------------|-------------|
| 6 | 21 working Days | 136.5 Hours |
| 7 | 22 working Days | 143.0 Hours |
| 8 | 23 working Days | 149.5 Hours |
| 9 | 24 working Days | 156.0 Hours |
| 10 | 25 working Days | 162.5 Hours |
| 11 | 26 working Days | 169.0 Hours |
| 12 | 27 working Days | 175.5 Hours |
| 13 | 28 working Days | 182.0 Hours |
| 14 | 29 working Days | 188.5 Hours |
| 15 | 30 working Days | 195.0 Hours |

The "Vacation time Total" **shall be** identified as "**working** days" and "**Vacation Time as Hours**" will be ~~pre-rated~~ **adjusted** accordingly, **in accordance Article 5.08**, for those employees working **any other schedule as referenced in Article 7.02**. ~~a modified work schedule.~~

9.06 Payment for Vacation Time as outlined in Article 9.05 above shall be:

- (a) 21 and 22 **working** days - at their current hourly rate **for each hour of every working day** or eight percent (8%) of the employee's gross earnings, whichever is greater; subject to Articles **5**, 10.01, 10.03(b), ~~and~~ 11.01(b) **and 11.02**.
- (b) 23 to 27 **working** days inclusive- at their current hourly rate **for each hour of every working day** or ten percent (10%) of the employee's gross earnings, whichever is greater; subject to Articles **5**, 10.01, 10.03(b), ~~and~~ 11.01(b) **and 11.02**.
- (c) 28 to 30 **working** days - at their current hourly rate of pay **for each hour of every working day** or twelve percent (12%) of the employee's gross earnings whichever is greater; subject to Articles **5**, 10.01, 10.03(b), ~~and~~ 11.01(b) **and 11.02**.

9.07 By the second (2nd) pay period of January of each year, **Regular Full-Time** and ~~or Part-Time~~ employees **who have achieved regular status** shall receive, by separate cheque/**deposit**, a vacation bonus of two percent (2%) of gross earnings earned in the previous calendar year. At the **bargaining unit** Employer's discretion, Employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to **the employee's** termination/**resignation** date.

9.08 Selection of employee's vacations shall be in order of seniority. Employees who wish to take their vacations in two (2) or more vacation blocks instead of one (1) unbroken period shall select only one (1) vacation block by seniority until all employees in the signing group have had the opportunity to select one (1) vacation block. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate blocks shall select the second (2nd) and subsequent periods in order of seniority. The vacation block(s) requested by an employee shall be selected with the understanding that the vacation requested covers the employee's regularly scheduled work weeks.

9.09 The **bargaining unit** Employer shall make a vacation schedule available by the end of the first (1st) week of November and employees shall indicate their vacation selection by November 30th of each year. Employees shall receive their vacation confirmation on or about December 15th of each year.

9.10 Vacation Bank and Vacation Time Carry-Over:

No unused monies in an employee's Vacation Bank or unused Vacation Time may be carried over beyond the employee's anniversary date without prior written approval of the **bargaining unit** Employer.

At the time of an employee's anniversary date, all unused Vacation Time that has not been carried over with the prior written approval of the **bargaining unit** Employer shall be forfeited **and the employee's Vacation Bank shall be paid out by separate cheque where possible or by electronic deposit on the pay period following the employee's anniversary date subject to Articles 5 and 9.01.**

~~At the time of an Employee's anniversary date, where there is no prior written approval from the Employer, an Employee shall receive all unpaid monies from Vacation Bank by separate cheque, on the pay period following the Employee's anniversary date.~~

9.11 Upon fifteen (15) days' written notice, a regular Employee shall be entitled to receive, prior to commencement of the Employee's vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period. The Employee will receive pay the last working day prior to commencement of vacation.

ARTICLE 10- LEAVE OF ABSENCE

10.01 An employee may apply for, and where possible receive, up to six (6) months leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the **bargaining unit** Employer in writing. Employees who receive such leave shall have their Vacation Time **pro-rated and their Vacation Bank shall be calculated on a percentage basis only for the year following their anniversary date of hire subject to Articles 5 and 9.01.** ~~as referenced in Article 9, calculated on a percentage basis only.~~

"Sick Leave" shall not accumulate while an employee is on a Leave of Absence as identified in this Article.

10.02 Bereavement Leave:

In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), son, daughter, step-parents, daughter-in-law, son-in-law, grandparents, grandchildren, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, **all employee's, except Casual employee's,** shall be granted up to three (3) **working** days leave of absence with full-pay. One (1) **working** day of **Bereavement Leave** with pay shall be granted to any **regular status** employee who wishes to attend services related to the death of niece or nephew, or aunt or uncle, spouse's grandparents or grandchildren.

Casual employees shall receive an unpaid leave of absence for up to three (3) work days as Bereavement Leave.

~~Such leave of absence~~ **Bereavement Leave** will not be charged against sick leave,

Statutory Holiday entitlement, Vacation entitlement or other accrued time off.

Employees who are required to travel out-of-province, overseas or to and/or from remote areas shall be allowed **up to three (3) working days as** additional time off with pay for any necessary period of absence. ~~not to exceed three (3) working days.~~

An employee may be granted up to an additional seven (7) calendar days' unpaid Bereavement leave upon request.

10.03 Pregnancy, Parental and Adoption leave:

- (a) For the purpose of this Article, "spouse" includes common-law relationships and same sex partners within the meaning of the Family Relations Act.

"Pregnancy, Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC (RSBC 1996) Chapter 113".

- (b) Upon request, the employee's leave of absence may be extended by mutual agreement upon application by the employee. Employees who receive such leave shall, **from the commencement date of the extended leave of absence**, have their Vacation Time **pro-rated and their Vacation Bank shall be calculated on a percentage basis only for the year following their anniversary date of hire subject to Article 9.01.** ~~as referenced in Article 9, calculated on a percentage basis only.~~

- (c) An employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part, shall be reinstated in all respects by the **bargaining unit** Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and, benefits **in accordance with the terms of this Collective Agreement**, to which the employee would have been entitled had the leave not been taken.

- (d) An employee's ~~seniority,~~ **Vacation entitlement Time** and **Vacation Bank** shall continue to accrue except as referenced in Article 10.03(b), **11.01(b) and 11.02.**

10.04 Leave for Medical/Dental Appointments:

~~An~~ **regular status** employee will be allowed up to **a maximum of** two (2) hours with pay, **per occurrence, deducted** from the employee's accumulated **Sick Leave Bank** for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.05 Jury Duty:

An employee summoned to **Jury Duty** or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on **Jury duty** shall furnish the **bargaining unit** 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. The total hours on **Jury Duty** or as a subpoenaed witness and actual hours worked on the job in the office in one (1) day shall

not exceed the employee's ~~scheduled work day~~ **regular daily work schedule**. Any time worked in the office in excess of this combined total shall be considered overtime and paid as such **subject to Article 7.06**.

10.06 Family Responsibility Leave:

In the case of the care of an immediate family member (including a same sex partner), an employee shall be entitled to use the employees sick leave bank entitlement, **if applicable**, up to a maximum of five (5) working days per calendar year.

ARTICLE 11- SICK LEAVE BANK, BENEFIT PLAN AND PENSION PLAN

11.01 Sick Leave **Bank**:

(a) The **bargaining unit** Employer will ~~allow~~ bank one (1) **working** day with full pay per ~~each calendar~~ month **Sick Leave for all regular status employees provided an employee has worked a minimum of seventy-five percent (75%) of their scheduled shifts, excluding earned hours as described in Article 11.03(d), in the calendar month**. Such **Sick Leave** shall be accumulated from month to month and from year to year up to a maximum **cumulative total of one hundred and fifty - six hours**.

~~iv) If requested by the Employer, a doctor's note must be supplied by the Employee in respect of any illness extending beyond three (3) working days. Where a doctor's note is requested by the Employer, the Employer agrees to reimburse the Employee up to a maximum of fifty (\$50.00) dollars, with receipts provided.~~

Any employee who has more than twenty-four (24) days **in their Sick Leave Bank** to the Employee's credit as of May 1, 1996, will on retirement, layoff, or resignation, be provided a retiring allowance of fifty (\$50.00) per day for any days in excess of twenty-four (24) days. Alternately, such excess days may be used as paid **Sick Leave**, thereby reducing the retirement allowance by fifty (\$50.00) dollars for each day so used.

(b) During periods of lengthy illness or disability, any waiting period as prescribed by the Short Term Disability Plan, shall be paid by the **bargaining unit** Employer from the employee's accumulated "**Sick Leave**" **Bank**. A claim for benefits must be made under the Short Term Disability Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated **Sick Leave** shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by the Short Term Disability Plan.

"**Sick Leave**" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated **Sick Leave** may be used to offset the difference between regular weekly earnings and Short Term Disability payments.

Employees on Short Term Disability shall have their Vacation Time **pro-rated and their Vacation Bank shall be calculated on a percentage basis only for the year following their anniversary date of hire subject to Article 9.01**. as referenced in Article 9, ~~calculated on a percentage basis only.~~

(c) If a hospitalization or emergency treatment occurs during an employee's vacation

period, the employee shall be granted **Sick Leave**, **provided the employees has working days available in their Sick Leave Bank**, in lieu of vacation for the period covered by a certificate from a duly qualified medical practitioner certifying the treatment. Displaced vacation will be taken at a time mutually agreeable to the employees and the **bargaining unit Employer**. ~~Employee's supervisor.~~

- (d) If requested by the *bargaining unit* Employer, a doctor's note must be supplied by the employee in respect of any illness. ~~extending beyond three (3) working days.~~ **Such requests shall be reasonable.** Where a doctor's note is requested by the *bargaining unit* Employer, the *bargaining unit* Employer agrees to reimburse the employee up to a maximum of fifty (\$50.00) dollars, with receipts provided.

11.02 Employees shall be granted **an** extended **Sick Leave** of absence without pay of up to six (6) months with up to one (1) year of services, and twelve (12) months if over one (1) year of service, beyond the entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During ~~that~~ **this** period of leave ~~beyond the entitlement~~, seniority will be retained.

Employees who receive any such extended Sick Leave of absence shall have their Vacation Time pro-rated and their Vacation Bank shall be calculated on a percentage basis only for the year following their anniversary date of hire subject to Article 9.01.

"Sick Leave" as referenced in Article 11.01, shall not accumulate while an employee is absent on an extended Sick Leave of Absence.

11.03 Benefit Plan:

- (a) The Union shall establish a Pension Trust Fund and a Health & Benefit Trust which shall be governed by Boards of Trustees consisting of Union members. The names of the Funds shall be the COPE 15 Pension Plan and the Master Construction Trade Union Benefit Plan. "Contribute" and "contribution(s)" in this section refer to both **bargaining unit** Employer and employee contributions.

- (b) Pension Plan:

Each **bargaining unit** Employer shall contribute three dollars and seventy cents (\$3.70) per hour earned by all employees working under the terms of this Agreement, to the Trustees of the COPE 15 Pension Plan by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by COPE 378. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours.

The **bargaining unit** Employer shall make monthly contributions to the Fund for regular part-time employees hired by the **bargaining unit** Employer subsequent to December 1, 1992, based on actual hours earned.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with the Trust Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

- (c) Master Construction Trade Union Benefit Plan:

~~Effective March 1st, 2015,~~ Each **bargaining unit** Employer shall contribute four dollars and sixty five cents (\$4.65) per hour earned by all employees working under the terms of this Agreement to the Trustees of the Administrator- Pacific Blue Cross, PO Box 24715STN F, Vancouver, BC, VSN T58 - by a single payment made by the fifteenth (15th) of the month following that which payment covers. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours of the employees on whose behalf the contributions are being made.

~~Notwithstanding the foregoing,~~ The **bargaining unit** Employer shall contribute one hundred thirty (130) hours per month, on behalf of each regular **Part-Time** employee on staff with the **bargaining unit** Employer prior to December 1, 1992. Should the actual hours worked exceed one hundred thirty (130) hours per month, the **bargaining unit** Employer shall make contributions to the Plan based on actual hours earned.

Operation of this Fund shall be governed by the Trustees of the Plan, such Trustees to be selected in accordance with the Trust Agreement.

- (d) The **bargaining unit** Employer shall make payment based on actual earned hours to both the COPE 15 Pension Plan and the Master Construction Trade Union Benefit Plan on behalf of all regular **Full-Time**, temporary, casual employees and regular **Part-Time** employees, ~~except for~~ **and** those regular **Part-Time** employees **as** identified in Article 11.03 (c) above.

Earned Hours:

The hours in which payment shall be based are as follows:

Annual Vacation

Straight-time hours worked

Statutory Holidays

Banked overtime hours if taken in pay

Straight-time equivalent of overtime hours if not banked.

Paid **Sick Leave** to include Short Term Disability*

Approved Leave (Maternity, Pregnancy, Parental and Adoption Leave, Jury Duty, Bereavement Leave) exclusive of Articles 10.01, 10.03(b), and **11.02**.

*In the case of an employee receiving Short Term Disability, the **bargaining unit** Employer will continue to remit Pension & Benefit contributions on behalf of the employee. The **bargaining unit** Employer will remit the regular number of hours **that the employee as had** earned preceding the disability.

- (e) The Union and/or The Plan Administrator shall advise the **bargaining unit** Employer of any delinquency. Should the **bargaining unit** Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays) by either sending in payment of the delinquency or giving written reasons for the delinquency, and where the delinquency has been established to have been within the **bargaining unit** Employer's control, there then shall be a ten percent (10%) penalty of the amount of the late payment due and/or the Union may withdraw its members from the **bargaining unit** Employer, without contravening the terms of this Agreement or the Law, until such delinquent contributions and penalties are received. Where it

can be established that the delinquency was outside the **bargaining unit** Employer's control, that penalty shall be waived.

- (f) The membership elected Trustees of either the Benefit Plan or the Pension Plan will advise the ~~Employer representative of the "Building Trades Employers Bargaining Council"~~ **President of C.I.A.T.U.** of any "redirection" of any wage increase and/or the base wage rate as outlined in Appendix "A", to the remittances as identified in (b) and (c) of this Article.

Where the Trustees determine there is a necessity for any such "redirection of wages" to the remittances of either Plan, the ~~Employer Representative~~ **President of C.I.A.T.U.** shall be advised three (3) months prior to April 30th of any year save and except for April 30th of the final year of this renewal Collective Agreement. Any such "redirection" shall only occur and be effective as of May 1st of any year as identified herein.

Any such redirection will be added to the **bargaining unit** Employer's remittance(s) of the respective Plan identified by the Trustees and the wage increase and/or the base wage rate as outlined in Appendix "A", shall be adjusted accordingly.

11.04 Employment Insurance Premium Reduction:

The **bargaining unit** Employer agrees that five-twelfths (5/12ths) of the Employment Insurance Premium Reduction will be paid back to the employee annually, where applicable.

ARTICLE 12 - WAGES

12.01 Employees will be paid in accordance with the skills used and shall be paid the hourly rate for such category in accordance with the table of categories and job titles as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

12.02 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 **President of C.I.A.T.U.** ~~Employer~~ and the Union. In the event that the Parties are unable to agree as to the job title and hourly rate of pay for the category in question, or in re-evaluating any position of any employee which may be in dispute, the matter may be submitted to the grievance procedure, as defined in Article 18 of this Agreement.

12.03 It is expressly understood and agreed that the wage **rates of pay scales**, as contained in Appendix "A", will establish the employee's hourly rate of pay unless **otherwise** specifically provided for in this Agreement.

~~12.04 Where an Employee has the necessary qualifications and has proven the Employee's ability to handle the work, there shall be no discrimination between men and women in the matter of the award of vacant positions or in the hourly rate of pay for such positions. The Employer recognizes equal pay for equal work.~~

12.05 An employee assigned to a higher category or temporarily replacing another employee in such higher category shall be paid at the higher hourly rate of pay for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher category. This provision shall not apply **while an employee is training to be qualified in the higher category or** for brief relief periods of less than one half (1/2) day except that if **where a qualified** employee is required to work at a higher category

on a recurring basis, i.e. each day, each week or each month, the higher hourly rate of pay shall apply **for all hours worked in the higher category.**

- 12.06** Any employee who reports for work and is not put to work shall be guaranteed a minimum of four (4) hours' at their hourly rate of pay .

ARTICLE 13- SENIORITY

- 13.01** (a) Seniority shall mean length of continuous service with the **bargaining unit** 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.

- (b) Seniority shall not be transferable between the **bargaining unit** Employers covered by this Collective Agreement.

- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re entering the unit for purposes of **establishing the employees date of hire** seniority **if applicable.** ~~credit.~~

- 13.03** **Recalled Employees:** ~~An~~ **regular Full-Time employee or a regular Part-Time** employee who is laid off and placed on the recall list ~~under~~ **in accordance with** Article 14.05 will be credited with unbroken seniority upon recall within the recall period. **(Current 13.03 modified)**

Recalled employees shall have their Vacation Bank calculated on a percentage basis only for the year following their anniversary date of hire subject to Article 9.01.

- 13.04** No seniority shall accrue for short terms of temporary work except that temporary Employees who attain regular status shall have seniority credited from the last date of entry as an Employee of the Employer.

- 13.05** Regular part-time Employees will be credited with seniority on a pro-rated basis consistent with the hours earned.

- 13.06** Employees on approved leave of absence on Union business under Article 6.07, ~~or sick leave/extended sick leave under Article 11.01 and 11.02, will continue to accrue seniority.~~ **or** employees granted **an** extended leave of absence under Article 10 will continue to accrue seniority.

- 13.07** Seniority lists will be made available by the **bargaining unit** Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14- PROMOTION, POSTINGS, LAYOFF AND RECALL

- 14.01** The **bargaining unit** Employer agrees to **first** "post" **full-time, part-time and temporary** job vacancies within their respective office(s) ~~before hiring new Employees,~~ provided there are employees who are available with the necessary qualifications to fill the vacant positions. Each ~~regular~~ vacancy and/or new position, **as referenced herein,** shall be posted on the **bargaining unit** Employer's premises for three (3) working days **and, in accordance with Article 3.02,** ~~with notification of the posting to~~ **will** be sent to the local Union office at the time of the posting. The posting shall outline the category, the job title, ~~and job qualifications,~~ the hourly rate of pay and work schedule **as referenced in Article**

7.01 or Article 7.02. ~~Article 3.02 shall apply where there are no available qualified applicants.~~

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

All employees applying for the posted vacancies shall be notified in writing of receipt of their application and whether a said application is successful.

All successful applicants other than "Red-Circled" employees shall be paid the rate of pay of the awarded category as identified in Appendix "A".

"Red-Circled" employees who successfully apply and are awarded a "posting" in a higher paid category and who are receiving a rate of pay that is greater than the rate of pay for the posting awarded, shall not have their hourly rate of pay reduced. The "Red-Circled" employees wage rate of pay would be frozen until such a time as the awarded posting wage rate of pay exceeded the employee's frozen wage rate.

14.02 Seniority shall be the governing factor in fulfilling job vacancies, provided the factors of qualifications, skill, and ability are relatively equal among those ~~involved~~ **who have applied.**

14.03 Layoff:

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

- (a) The employee, including "Red-Circled" employees, with the least amount of seniority in any affected category **as determined by the bargaining unit Employer** will be the first **to be** laid off from that job, but may ~~displace~~ **"bump"** any less senior employee in any category, for which the employee has the necessary qualifications and has greater seniority.
- (b) Any employee, including "Red-Circled" employees, who is displaced from the employee's job as a result of such bumping, may ~~displace~~ **"bump"** a less senior employee in any category, for which the employee has the necessary qualifications and has greater seniority.
- (c) All employees who "bump" a less senior employee, shall be paid the hourly rate of pay of the category of work performed.
- (d) **Any** employees who chooses to not exercise their rights to "bump", shall have the right to accept a lay-off. Article 14.04 shall not apply where an employee elects a lay-off in this circumstance.

14.04 Notice of Layoff:

All regular ~~full-time~~ **status** employees shall be given written notice of layoff or weekly earnings in lieu of notice, **subject to Article 5**, as follows:

- (a) Two (2) weeks' notice if employed fewer than three (3) ~~completed~~ **years of employment.**

- (b) Three (3) weeks' notice after three (3) completed consecutive years **of** employment and one (1) additional weeks' notice for each subsequent completed year of employment up to a maximum of eight (8) weeks' notice.
- (c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites).
- (d) **Weekly earnings in lieu of notice shall be based on the hours worked by an affected employee for each week paid.**

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

This Article shall not apply to regular status employees who have resigned from, or been terminated by, the bargaining unit Employer.

14.05 Any regular **Full-Time** or **Part-Time** employee with six (6) months or more **of actual seniority** service who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year.

14.06 Recall:

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

14.07 Employees on the recall list shall have first rights to **be contacted for** any vacancy for which the employee is qualified. The **bargaining unit** Employer will not hire for such a vacancy **up and until an eligible qualified employee(s) on the recall list has been offered and declines the vacancy.** ~~while an eligible qualified employee is on the recall list.~~

14.08 Recalled employees, including any recalled "**Red-Circled**" employees, shall receive the hourly rate of pay of the category and the job title the employee is recalled to. All rights due to seniority and vacation entitlement under this Agreement shall be unaffected by such a layoff period **however, Recalled employees shall have their Vacation Bank calculated on a percentage basis only for the year following their anniversary date of hire subject to Article 9.01.**

ARTICLE 15- GENERAL

15.01 Working conditions, wages and benefits currently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect.

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

15.03 The **bargaining unit** Employer agrees to have all public stenography done by a public stenographer who is a member of this Union, if available, and can supply the Union Label.

15.04 (a) No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or otherwise assigned by the **bargaining unit** Employer to any shop, agency or person outside the bargaining unit, except as where written agreement is reached by and between the Union and the ~~individual~~ **bargaining unit** Employer and/or as provided in Article 15.03 ~~above~~ **and/or 15.04(c).**

(b) **In absence of a written agreement as referenced in (a) above,** final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit employees.

Non-bargaining unit employees or officers of the **bargaining unit** Employer may use ~~word processors or other~~ computer programs to prepare letters, documents, spread sheets or other communications directed to parties outside the **bargaining unit** Employer's office or offices and forward these by ~~disk, internal electronic mail,~~ e-mail or other electronic form to COPE **MoveUp** staff for final production and circulation.

Non-bargaining unit employees or officers of the **bargaining unit** Employer may use ~~word processors or other~~ computer programs to prepare letters, documents and/or spread sheets for the purposes of **negotiations or for** the reliance upon and/or issuance of discipline to COPE **MoveUp** staff.

(c) Communications, prepared by non-bargaining unit employees or officers of the **bargaining unit** Employer **which are sent** by e-mail, directed to or for internal use by other staff within the **bargaining unit** Employer's office or offices **is allowed.** ~~does not require formatting or any other handling by COPE staff.~~ E-mail, as a form of personal communication, is allowed **with or** without attachments **subject to Article 15.04(a) and (b).** ~~unless they are produced by COPE staff or are third party attachments being forwarded.~~

15.05 The **bargaining unit** Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the **bargaining unit** Employer. (Receipts for expenses shall be provided at the request of the **bargaining unit** Employer).

15.06 It is agreed by the Parties that the Agreement will be prepared on an alternating basis.

15.07 Training and Development:

Both parties recognize the importance of continuing training and development of skills. In order to facilitate this development of skill sets **the bargaining unit Employer and the Union** agrees to promote the concept of training and education.

(a) Employer initiated: 100% of course fees upon successful completion of course,

(b) Employee initiated: **Upon receiving authorization from the bargaining unit Employer on any employee initiated course, the employee shall receive** 50% of course fees upon successful completion of course,

(c) Subject to operational requirements, the parties agree that such training

may take place during normal working hours *where possible*.

~~15.08~~ The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of Employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: proper lighting in the vicinity of the workplace and to transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

~~15.09~~ Upon request an Employee shall, with a Job Steward and/or Business Representative, and a Manager and/or designate, be entitled to review the Employees disciplinary file annually and/or in the event of a grievance investigation.

~~Disciplinary action shall not be relied upon where an Employee has been discipline free for eighteen (18) months.~~

17.06 Off Premises Equipment:

The **bargaining unit** Employer agrees that no computer equipment shall be placed in an employee's residence **unless mutual agreement is reached by the bargaining unit Employer and the Union.**

ARTICLE 16- DISCIPLINE, DISCHARGE AND TERMINATION

16.01 An employee shall have the right to request a Job Steward or Union Representative of the Union **to** be present at any discussions with the **bargaining unit** Employer that could and/or does give rise to disciplinary action.

The **bargaining unit** Employer shall contact the employee, the Job Steward and/or the Union Representative **of prior to** the upcoming discussions.

16.02 It is hereby agreed that the **bargaining unit** Employer has the right to **discipline and** discharge for just cause. ~~and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option.~~ The **bargaining unit** Employer will provide the employee with a written letter at time **the day** of the **discipline or** discharge clearly establishing the reasons for such **discipline or** discharge, with a copy **provided** to the Union **Job Steward and to the Union** at the time **the day** of **the discipline or** discharge.

~~16.03~~ If upon joint investigation by the Union and the Employer, or by decision of an Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be, subject to the award of the said Arbitrator.

16.04 An employee whose employment **who** is discharged **terminated** by the **bargaining unit** Employer, as set forth in **accordance with** Article 16.02 shall **receive their Record of Employment and** be paid **all accumulated monies in the employee's Vacation Pay Bank**, wages and bonuses (**in accordance with Article 9.07**) **due by the next payroll cycle following** upon such termination of employment.

16.05 Upon request an employee shall, with a Job Steward and/or Business **Union Representative**, and a Manager and/or designate, be entitled to review the employees disciplinary file annually and/or in the event of a grievance investigation.

Disciplinary action shall not be relied upon **by the bargaining unit Employer** where an employee has been discipline free for eighteen (18) months.

ARTICLE 17- TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

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

17.02 Employees whose positions become redundant due to new equipment or procedures shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the **bargaining unit** Employer, without loss of pay **during such re-training**, to the affected employees.

17.03 In cases where the re-training of employees is not practical, or where other positions with the **bargaining unit** Employer are not available, the employee(s) shall elect to **either resign their** terminate employment or to be placed on recall under Article 14 **and** shall receive all the benefits, **subject to the terms of this Collective Agreement**, the employee had accrued during employment at the end of the recall period or at such earlier time as they may elect to **resign their employment.** terminate.

17.04 Severance Pay:

Employees who are laid-off and/or who have exhausted their rights to recall shall receive, upon request, their severance pay on the payroll following any such event. The amount of such severance pay shall be one (1) week for each year of service to a maximum of twelve (12) weeks. Severance pay shall be payable to an employee upon the exhaustion/expiration of their recall rights as set out in Article 14.06 or waiver thereof.

~~17.06 Off Premises Equipment:~~

~~The **bargaining unit** Employer agrees that no computer equipment shall be **required to be** placed in an employee's residence.~~

ARTICLE 18- GRIEVANCE PROCEDURE

18.01 Grievance as used in this Agreement includes any employee and/or Employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

18.02 All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred.

The procedure for the adjustment of a grievance shall be as follows:

Step 1:

Any employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward **or the Union**, discuss the matter with the Supervisor or designate.

Step 2:

Should the employee and the Job Steward **or the Union** be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable Article(s) of the Agreement. The Union will direct all correspondence to the affected **bargaining unit** Employer who shall answer the grievance in writing within ten (10) working days.

Step 3:

(a) The Union or the **bargaining unit** Employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Article 18.02, thereby eliminating Steps 1 and 2.

(b) Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute shall be referred to a meeting of the **bargaining unit** Employer and the Union. Such a meeting will be held within ten (10) working days. If settlement is not reached within ten (10) working days after that meeting, the initiating party may refer the matter to arbitration.

18.03 After exhausting the Grievance Procedure at (b) above, either party must refer the matter, in writing, to either **ADR or** arbitration within thirty (30) calendar days failing which the grievance will have been deemed to have been abandoned.

18.04 Alternate Dispute Resolution (ADR)

Alternate Dispute Resolution is intended to provide a timely resolution with minimal formality.

The terms are as follows:

- a) Mutual agreement by both parties shall be required.***
- b) Neither side shall be represented by lawyers hired for this purpose***
- c) Neither side will call witnesses except by mutual agreement***
- d) The Parties shall mutually agree on an arbitrator***
- e) Every effort will be made to complete the hearing in one working day.***
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days.***
- g) Awards will be limited to the decision with a summary of the arbitrator's reasons.***
- h) All Alternate Dispute Resolution decisions shall be without prejudice and will not set precedent or be referred to in subsequent grievances.***
- i) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.***

j) Should either Party wish to withdraw from this ADR process prior to the commencement of the hearing date, the Party responsible for the withdrawal shall serve written notice to the other Party and to the arbitrator. In this circumstance, the Party withdrawing from the ADR process shall be responsible for any fees charged by the Arbitrator.

18.05 *Either Party may refer the matter to arbitration by written notice to the other Party.*

18.06 *The Parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either Party may apply to the Minister of Labour for British Columbia to appoint the arbitrator.*

18.07 *The Arbitrator shall deliver their award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.*

The arbitrator shall retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.

18.08 The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

18.09 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

~~**18.06** Article Headings—The Article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.~~

ARTICLE 19- HEALTH AND SAFETY

19.01 The ***bargaining unit*** Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: proper lighting in the vicinity of the workplace and to transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

19.02 Eye Examinations:

All Employees who are required to work with Visual Display Terminals on a regular basis shall be entitled to the following:

(a) ***An*** Eye examination by an Ophthalmologist/Optomtrist of the Employee's choice once ***every two (2) per-years and,***

(b) ~~The Employer shall grant leave of absence with pay not to exceed two (2) hours for Employees to have such tests and~~ ***Upon written confirmation from the carrier and with receipts provided by the employee,*** the Employer shall assume the costs of such tests where such costs are not covered by insurance ***to a maximum benefit payable of sixty dollars (\$60.00).***

ARTICLE 20 - DURATION

20.01 Duration:

This Agreement will be in full force and effect on and after the day of May 2018, to and including the 30th day of April 2023, and shall automatically be renewed from year to year thereafter.

20.02 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.

20.03 Agreement to Continue in Force:

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

20.04 Exclusion of Operation:

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

20.05 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.

Signed at _____, B.C., this ____ day of _____ 2019.

FOR THE EMPLOYER

FOR THE UNION

CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS EMPLOYER NEGOTIATING COMMITTEE- NEGOTIATING FOR:

- BC Construction Industry Rehabilitation Plan
- British Columbia and Yukon Territory Building and Construction Trades Council
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359
- International Union of Bricklayers and Allied Craftworkers Local #2 BC

- United Brotherhood of Carpenters & Joiners of America, Local No. 2404 (Pile Drivers, Divers, Bridge, Dock and Wharf Builders)
- Millwrights, Machine Erectors & Maintenance Union, Local 2736
- International Union of Elevator Constructors, Local No. 82
- International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 118
- International Association of Bridge, Structural and Ornamental Iron Workers, Local No. 97
- Ironworkers Trade Improvement Committee
- Labourers Membership Services
- B.C. Labourers Pension Plan
- Construction and Specialized Workers Union, Local 1611
- Construction & Specialized Workers Medical & Benefit Plan of BC
- Construction & Specialized Workers Training Society
- International Union of Operating Engineers (IUOE) Local 115 Training Association
- Operating Engineers Benefits and Pension Plans
- International Union of Operating Engineers, Local 115
- International Union of Operating Engineers, Local No. 882
- Piping Industry Apprenticeship Board
- Plumbers Local Union 170 Welfare Plan
- Metal Trades Division of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170
- International Association, of Sheet Metal, Air, Rail and Transportation Workers Local 280
- International Association, of Sheet Metal, Air, Rail and Transportation Workers Welfare & Pension Plan

APPENDIX "A" - CATEGORIES, JOB TITLES, HOURLY RATES OF PAY

| | <i>May 1, 2018</i> | <i>May 1, 2019</i> | <i>May 1, 2020</i> | <i>May 1, 2021</i> | <i>May 1, 2022</i> |
|---|------------------------|------------------------------|----------------------------|------------------------|------------------------|
| Monetary increase | \$0.75 | \$0.50 (\$0.55) | \$0.55 (\$0.50) | \$0.55 | \$0.60 |
| Category 1 | | | | | |
| Clerk 1 <i>Administrative Assistant 1</i> | \$21.48 | \$21.98 (\$22.03) | \$22.53 | \$23.08 | \$23.68 |
| Category 2 –Administrative Administrative Assistant 2 | | | | | |
| Clerk I Clerk-Stenographer Data Entry Clerk I&II Word Processing Operator 1 <i>Computer Operator May be required to perform the duties of a lower category position.</i> | \$26.48 | \$26.98 (\$27.03) | \$27.53 | \$28.08 | \$28.68 |
| Category 3 – Administrative Assistant 3 | | | | | |
| Secretary Clerk IV Research Assistant Assistant Bookkeeper Computer Operator 1 Word Processing Operator II & III <i>May be required to perform the duties of a lower category position.</i> | \$29.37 | \$29.87 (\$29.92) | \$30.42 | \$30.97 | \$31.57 |
| Category 4 - Administrative Assistant 4 | | | | | |
| Confidential Secretary Bookkeeper Computer Operator II– Programmer Desktop Publisher General Assistant <i>May be required to perform the duties of a lower category position</i> | \$31.62 | \$32.12 (\$32.17) | \$32.67 | \$33.22 | \$33.82 |

It is understood and agreed by the Parties that as of date of ratification the Union will determine the appropriate wage increase that is effective May 1, 2019 and May 1, 2020, that is; either \$0.50 or \$0.55 (one of these two amounts for 2019 the other for 2020) per hour for a total monetary attribution of \$1.05 for these two years. Further, as of date of ratification, the Union will determine if there is to be any “direction” of the monetary increase to either or both of the Union H & W Plan or the Union Pension Plan. This “direction” of the monetary increase for these two (2) years shall be identified in the Collective Agreement prior to

signing.

Any "Red-Circled" employee, as described in Article 5.06, earning more than above referenced rates of pay as of date of ratification, shall continue to receive their current rate of pay with negotiated increases while maintaining their posting in their current category. Article 14 shall apply to where there is any change to an **"Red-Circled"** employee's posting.

DIFFERENTIALS:

~~Training~~ **Trainer Differential:** An employee who, in addition to his/her **the employee's** normal duties, ~~is required~~ **who has been designated by the bargaining unit Employer** to train one or more persons in the procedures and duties of their **the other employee(s) category and/or job title**, office shall receive in addition to his/her **the designated employee's** hourly rate of pay, a ~~training~~ **the Trainer** differential of one dollar (\$1.00) per hour for the **designated** employee's entire day. **The designated employee may be required to update the bargaining unit Employer on the progress of any employee being trained and may be asked to complete a written evaluation of said employee.**

Supervisor Differential; An employee who, in addition to his/her **the employee's** normal duties, ~~is required~~ **has been designated by the bargaining unit Employer** to supervise one or more persons shall receive, in addition to his/her **the designated employee's** hourly rate of pay, a supervisory differential of one dollar and fifty cents (\$1.50) per hour for the **designated** employee's entire day.

APPENDIX "B" - JOB DESCRIPTIONS

CATEGORY 1 - Clerk *Administrative Assistant 1*

Employees in this category are typically hired to perform basic clerical support. They work under supervision.

BASIC PURPOSE

To perform basic office and clerical support functions.

Employees in this category are typically hired to perform basic office and clerical support, and may include the operation of a multi-line switchboard system. They work under direct supervision.

DUTIES AND RESPONSIBILITIES

The Administrative Assistant 1 shall be required to:

1. Performs **a variety of** basic clerical and support functions including; ~~typing envelopes and lists;~~ **assist with mail-outs, filing, direct incoming faxes, mail distribution,** ~~operating basic office equipment and acts as receptionist/answers telephones~~ **and arrange courier services.**
2. ~~Receives cash/dues at counter and issues receipts.~~
3. ~~Receives and responds to routine office enquiries by phone, at counter or by email correspondence (form letters).~~

It is understood that the "duties and responsibilities" as identified in this Category are general in nature.

CATEGORY 2 - Administrative Assistant 2 4

Employees in this category perform a variety of clerical, administrative and office support duties. Superseded Job Titles may include: Clerk II, Clerk Stenographer, Data Entry Clerk 1 & II, Word Processing Operator I.

BASIC PURPOSE

To provide clerical and office support.

Employees in this category perform a variety of clerical, administrative and office support duties.

DUTIES AND RESPONSIBILITIES

1. Performs various clerical duties including data entry **using the Organization's Software and other online systems**. and operating typewriter/ computer word processing and keypunching machines.
2. Takes and transcribes dictation **and/or prepare documents**; maintains a variety of files including enrolment records in a Health and Welfare office.
3. Performs periodic updating of word processing tasks which may include reports, documents, correspondence and office forms. equipment subject to checking to ensure compliance with established standards of performance.
4. **Reserve boardroom and or meeting rooms as required.**
4. Receiving and responding to routine office enquiries by phone, at counter or by correspondence (form letters).
5. Receives dues/cash at counter and issues receipts.
5. **May be required to perform the duties of a lower category position.**

It is understood that the "duties and responsibilities" as identified in this Category are general in nature.

CATEGORY 3 - Administrative Assistant 3 2

Employees in this category perform a variety of intermediate clerical, administrative and office and technical support duties. Employees work with or without supervision, referring unusual problems/concerns to Supervisor.

Superseded job Titles may include: Secretary, Clerk IV, Clerk V, Research Assistant, Assistant Bookkeeper, Computer Operator I, Word Processing Operator II & III

BASIC PURPOSE

Provide a variety of intermediate office, administrative, and technical office systems support functions.

Employees in this category perform a variety of intermediate clerical, administrative and office support duties. Employees work with or without supervision, referring unusual problems/concerns to Supervisor.

DUTIES AND RESPONSIBILITIES

1. Provides information, direction, support, and answers enquiries on benefit and/or pension plan transactions; investigate complex claims regarding members/money/hours; validates claims for payment and recommend settlement payments. Receives dues/~~cash~~**payments** from membership; answers member/employer enquiries. Research information (within established Union **bargaining unit Employer** policy guidelines) as requested by **Employer** staff representatives and full-time-officers.
2. Receives and compiles data processing material such as, Employer reports; hour bank records; union dispatch information; compiles inflow and storage of data processing ~~tapes, discs etc.~~, **and** prepares special reports ~~and assists with keypunch duties~~ when required.
3. Takes and transcribes dictation; maintains variety of files including enrolment records in a Health and Welfare office.
4. **Be** responsible for the validity of data submitted and the accuracy of processed material on ~~micro~~ **computers**; executes backup procedures and maintains accuracy of the backup library; responsible for start-up and shut down procedures of the computer; maintains and cleans equipment to manufacture specifications; monitors program runs and determines equipment failures; corrects those of a routine nature; coordinates operations of input, backup and month-end runs etc., to ensure a smooth flow of work and the efficiency of operations.
5. Dispatch members to jobs under the directive of the Employer.
5. ~~Uses a manufacturer supplied programming language to develop or write programs to do the various application functions required.~~
6. Performs ~~data entry, and operates typewriter/word processing and~~ **computer** ~~keypunching machines.~~ **This may include but not limited to; mail merge, spreadsheets, and tables, and create queries to extrapolate data.**

5. May be required to perform the duties of a lower category position.

It is understood that the “duties and responsibilities” as identified in this Category are general in nature.

CATEGORY 4 - Administrative Assistant 4 3

Employees in this category work independently.

~~Superseded Job Titles may include, Confidential Secretary, Bookkeeper, Computer Operator II- Programmer, Desktop Publisher, General Assistant.~~

BASIC PURPOSE

~~To provide advanced office administration and expert level technical support.~~

Employees provide advanced office administration and expert level technical support in the use of office software and/or applications.

Employees in this category work independently.

DUTIES AND RESPONSIBILITIES

1. Provides input into decisions regarding staffing **when requested and may** be involved in decisions regarding supervision, training, hiring, layoffs of Employees; responsible for the allocation of work; setting priorities of workload and training new employees **when requested**.
2. Uses advanced knowledge in the use of specialized **graphic** software (~~ie: Ventura, Pagemaker~~) to prepare camera ready work such as but not limited to: kerning; lay-out; ~~specialized graphics (other than Clipart)~~, photographic percentage scale reductions; typography. ~~POSTSCRIPT Printing/Programming; a "Draw" program, such as Corel or Illustrator.~~
3. Provides technical or ~~programming~~ support to computer system or network **when requested and may be involved in the planning, organizing** ~~controls of~~ computer operations and **may be required to** liaises with other departments and analysts to determine needs and upgrades.
4. Edits under supervision or instruction of analyst, major applications programs; writing or editing, with or without supervision, minor applications program.
5. Acts as a confidential secretary to one or more persons, taking minutes of meetings ~~in shorthand or by stenotype or similar machines~~; answering questions and supplying information as needed.
6. Prepares payroll, banking, ~~filling~~, posting and balancing subsidiary ledgers, cash books and journals; posting ledger and trial balances; journalizing transactions.
7. **May be required to perform the duties of a lower category position.**

It is understood that the "duties and responsibilities" as identified in this Category are general in nature.

LETTER OF UNDERSTANDING NO.1

BETWEEN: CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS
Negotiating for Employers as Listed

**AND: MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

SEXUAL AND / OR PERSONAL HARASSMENT and BULLYING IN THE WORKPLACE

- (a) **MoveUP** and the Employer recognize the right of an employee to work in an environment free from sexual and/or personal harassment **and Bullying**, and shall take such actions as are necessary respecting an employee engaging in **any of these circumstances** sexual harassment in the workplace.
- (b) Sexual harassment is 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
 - (ii) ~~or~~ Inappropriate physical contact and/or sexual assault;
 - (iii) 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 physical contact is rejected.
- (c) Personal harassment is any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the **BC Human Rights Code (race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age)** that is likely to cause offence or humiliation to any person.
- (d) **Bullying includes any inappropriate conduct or comment by a person towards a colleague that the person knew or reasonably ought to have known would cause that colleague to be humiliated or intimidated. Bullying behavior includes, but is not limited to:**
- (i) **Verbal aggression or yelling**
 - (ii) **Humiliating initiation practices or hazing**
 - (iii) **Spreading malicious rumors or calling someone derogatory names**
- Bullying excludes, but is not limited to:**
- (i) **Expressing differences of opinion**
 - (ii) **Offering constructive feedback, guidance, or advice about work-related behaviour**
 - (iii) **Reasonable action taken by an employer or supervisor or supervisor, relating to the management and direction of employees, or the place**

of employment (e.g., managing an employee's performance, taking reasonable disciplinary actions, assigning work)

- (e) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment **or bullying** may submit a complaint, in writing, within thirty (30) days of the latest **most recent** alleged occurrence through the Union directly to the **bargaining unit Employer or designate**. Complaints of this nature shall be treated in strict confidence by both the Union and the **bargaining unit Employer**. **The Union will be informed immediately of any such complaint and a Union Representative or designate will participate in any investigation.**
- (i) ~~An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be **required** entitled to attend, **and** participate **in any investigation. The alleged offender shall be informed of the substance of the complaint at the time of the investigation. The alleged offender shall be entitled to** and be represented **by the Union** at any hearing **before a Panel as referenced in this Letter of Understanding** under this clause.~~
- (ii) The **bargaining unit Employer's designate** and a Union representative **or designate**, shall investigate the complaint and shall submit reports to the **bargaining unit Employer** in writing, within thirty (30) days of receipt of the complaint. The **bargaining unit Employer** shall, within thirty (30) days of receipt of the reports, give such **direction orders** as may be necessary to resolve the issue.
- (iii) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the **bargaining unit Employer** may take appropriate action. Such action ~~shall only be for just cause and~~ may be grieved pursuant to Article 18.
- (iv) Pending determination of the complaint, the **bargaining unit Employer Registrar** may take interim measures **which may include the** to **separation of** the employees concerned if deemed necessary.
- (f) Where either Party to the proceeding is not satisfied with the **bargaining unit Employer's** response, the complaint will, within thirty (30) days, be put before a **Panel** consisting of a Union Representative, an Employer Representative, and a mutually agreed upon Chairperson, and the majority decision **of the Panel** will be final and binding.

The alleged offender shall be entitled to be represented by the Union at any hearing before a Panel as referenced herein.

The **Panel** shall have the right to:

- (i) Dismiss the complaint;
- (ii) Determine the appropriate level of discipline to be applied to the offender; and/or
- (iii) Make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (g) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the **bargaining unit Employer** which is consistent with the decision of the ~~Registrar or the~~ **Panel**.

Signed at _____, BC this _____ day of _____
2019.

Signed on behalf of the Employer

Signed on behalf of the Union

Don Swerdan — Chair, Employers
Committee

Noel Gulbransen, Union Representative

Jen Rasmussen— Employers Committee

Charlene Delmaestro, Bargaining Committee

Marlene Graham, Bargaining Committee