

COLLECTIVE AGREEMENT

Between:

CANADIAN MERCHANT SERVICE GUILD
Western Branch
(hereinafter referred to as the "Employer")

And



(Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

Term: January 1, 2022 to December 31, 2026

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BETWEEN: Canadian Merchant Service Guild
(hereinafter referred to as the "Employer")

Party of the First Part;

**AND: MoveUP (Canadian Office and Professional Employees Union,
Local 378)**
(hereinafter referred to as the "Union")

Party of the Second Part;

ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employee; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employee; to promote and maintain such conditions of employment.
- 1.02** 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 the sole bargaining authority for all employees in its offices within the jurisdiction of the MoveUP, Canadian Office and Professional Employees Union, Local 378 and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02** All members shall be required to use their Union bug.
- 2.03** The Union bug shall be made available to the Employer. The privilege of using the Union bug 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 bug as designated by the Union and shall remain the sole property of the Union.
- 2.04** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.05** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 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.
- 2.07** During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE 3 – UNION SECURITY

- 3.01** The Employer agrees that all employees shall maintain Union membership in MoveUP, Local 378, Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 3.03** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 3.04** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward.
- 3.05** **Assignment of Wages and Employee Information**
Within thirty (30) days of ratification, the Employer will provide the following information concerning the persons from whose pay such deductions have been made:
- (a) Employee ID number
 - (b) Name – address
 - (c) Monthly salary
 - (d) Amount of dues deducted
 - (e) Job category
 - (f) Job title
 - (g) Employee status
 - (h) Date of hire
 - (i) Work location
 - (j) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted
- The Parties agree to discuss the frequency and format of the above information at the Joint Labour Management Committee.
- 3.06** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

ARTICLE 4 – THE RIGHTS of the EMPLOYER

4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause so long as those rights are exercised in a fair and reasonable manner, and not exercised contrary to legislation or this Agreement and its intent.

The right of the Union or an employee to grieve is provided for in Article 18 (Grievances) and Article 19 (Arbitration).

ARTICLE 5 – DEFINITION of EMPLOYEE

5.01 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first sixty (60) working days of employment, or twelve (12) calendar months whichever occurs first. After completing the probationary period, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period.

5.02 Regular Full-Time

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

5.03 Regular Part-Time

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

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

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

5.04 Temporary

- a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding six (6) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status. After three (3) months', and until a temporary employee attains regular status, they shall be entitled to all benefits of a regular employee, excluding Article 14.06 (recall) and Article 17.05 (severance pay). A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy and Parental or Adoption Leave) will attain regular status after three (3) months but the severance provisions of Article 14.06 (recall) and Article 17.05 (severance pay) will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.06. An employee who gains regular status under the provision of 5.04(b) will have the option of continuing to receive the in lieu payments or join the benefit plans.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

5.05 Casual

- a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.06.

5.06 The Employer shall make known to the employee their job description duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02** The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03** The Employer shall recognize the Job Steward(s) (if one is appointed) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.
- 6.04** The Job Steward (if one is appointed) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05**
- a) Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.
 - b) **Union Leave for Union Staff Positions**
Employees appointed to regular or temporary MoveUP, Local 378, Canadian Office and Professional Employees Union or COPE National Union positions (administrative, finance, servicing, organizing, communications, etc.) may be granted a leave of absence without pay for a maximum of two (2) years. Such leave shall not be unreasonably denied.

Seniority will not accrue with the Employer during the approved leave.

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

6.07 Right of Representation

- a) A representative(s) of the union shall attend a meeting between an employee and a representative of the employer if:
- i. the meeting is or may become discipline related, or
 - ii. the employee, the union or the employer has reason to believe a representative(s) of the union should be present at meetings related but not limited to:
 - 1. conduct or competency concerns;
 - 2. attendance;
 - 3. medical fitness or medical accommodation; or
 - 4. any other matter pertaining to the employee's terms and conditions of employment.
- b) When such meetings are held, the representative(s) of the union and the affected employee(s) shall be released from their duties without loss of pay.
- c) At any meeting between an employee and a representative of the employer, the employee or the employer representative shall have the right to suspend the meeting until a representative(s) of the union is present per Article 6.07.a.

ARTICLE 7 – HOURS of WORK and OVERTIME

7.01 Regular Work Day

A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.

7.02 Regular Work Week

A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

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

NOTE: The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day fortnight or a four-day work week. Permission will not be unreasonably withheld.

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

7.05 Meal and Rest Periods

A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and employee.

The lunch period may be shortened by mutual agreement between the Employer and the employee, from one (1) hour but not less than one-half (½) hour.

7.06 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. These relief periods are not to be taken at the very start or the very end of the work day.

7.07 Overtime Premiums

All time worked before or after the regularly established working day or on a Saturday or Sunday or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's hourly rate.

7.08 All-time worked on a statutory holiday, or on a day granted in lieu, shall be paid at two hundred percent (200%) of the employee's hourly rate plus regular salary.

Example:

An employee making \$32.00 per hour will be paid the following for working a normal 6.5 hour day on the designated statutory holiday:

\$32.00 x 6.5 hours = \$208.00

\$208.00 x 200% = \$416.00

\$416.00 + \$208.00* = \$624.00 (*i.e.: the holiday pay for working the day)

- 7.09** All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.10** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.
- 7.11** Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) days notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.09, shall be separate and apart from the above premium provisions.
- 7.12** Overtime shall be voluntary. Overtime shall first be offered to the employees who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.
- 7.13** 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 to the overtime earnings.
- 7.14** 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 Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	<u>National Day for Truth and Reconciliation</u>
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.

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

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

ARTICLE 9 – ANNUAL VACATIONS

- 9.01** a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- 9.02** Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
- 9.03** For each year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty-three (33) working days.
- 9.04**

Years of Service	Vacation Days	Total Vacation Hours
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Days	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours
16	31 Days	201.5 Hours
17	32 Days	208 Hours
18	33 Days	214.5 Hours

- 9.05** Payment for vacation entitlements outlined in Article 9.03 above shall be:
- a) 21 and 22 days — eight percent (8%) of gross earnings or current wage rate, whichever is greater.
 - b) 23 to 27 days inclusive — ten percent (10%) of gross earnings or current wage rate, whichever is greater.
 - c) 28 days and over — twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
- 9.06** On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.
- 9.07** Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:
- Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.
- 9.08** The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.
- 9.09** **Past Service Credits**
All employees re-entering employment with the Employer within 6 years of their earlier termination will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.
- 9.10** Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.
- 9.11** a) All vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one (1) additional year will not be unreasonably denied.

ARTICLE 10 – LEAVE of ABSENCE

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

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

10.02 Bereavement Leave

- a) In cases of death in the immediate family, i.e. spouse, (including same sex partner), common-law spouse, son, son-in-law, daughter, daughter-in-law, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to five (5) working days leave of absence with full pay. Bereavement leave will also be considered in cases where the employee can demonstrate that their relationship to a deceased person was exceptionally close. Such requests will not be unreasonably denied. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. An additional two (2) days annually may be granted and taken from an employee's sick leave bank.
- b) employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

10.03 Pregnancy, Parental and Adoption Leave

General

Pregnancy, Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence beyond the Employment Standards Act may be extended by an additional six (6) months by mutual agreement upon application by the employee.

An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken including seniority.

a) Pregnancy (Maternity) Leave

- i. A pregnant employee shall be granted pregnancy leave of up to seventeen (17) weeks in duration. The leave will begin no earlier than thirteen (13) weeks before the expected birth date.
- ii. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.
- iii. A pregnant employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iv. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- v. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence per Article 11.
- vi. During the paid leave the employee shall continue to receive the benefits under Article 11.

b) Supplemental Employment Insurance Benefit Plan (SEIB) – Pregnancy Leave

- i. An employee who qualifies for pregnancy (maternity) pursuant to Article 10.03(a) (Pregnancy (Maternity) Leave) shall be paid a pregnancy leave allowance in accordance with the Supplemental Employment Insurance Benefit Plan (SEIB) Plan.

In order to receive this allowance, the employee must provide the Employer proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for the pregnancy leave allowance.

- ii. Pursuant to the SEIB plan, the pregnancy leave allowance will consist of:
 - 1) One (1) week at one-hundred percent (100%) of the employee's basic pay;
 - 2) Sixteen (16) additional weeks' allowance, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and sixteen (16) weeks at one-hundred percent (100%) of the employees basic pay.

c) Adoption Leave

- i. An employee, upon production of appropriate documentation, is entitled to adoption leave without pay for a period not to exceed sixty-two (62) continuous weeks following the adoption of a child. The leave may be commenced at any time within seventy-eight (78) weeks following the adoption of a child.
- ii. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii. It is understood that employee is not obligated to take sixty-two (62) weeks of adoption leave, and may elect for a shorter leave;

d) Parental Leave

- i. An employee, upon production of appropriate documentation, is entitled to parental leave without pay for a period not to exceed full sixty-one (61) weeks for the birth parent or sixty-two (62) weeks for the non-birth parent.
- ii. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii. In the case of the birth parent, this leave must be taken immediately following the end of the pregnancy (maternity) leave.
- iv. It is understood that the birth parent or non-birth parent employee is not obligated to take the full sixty-one (61) or sixty-two (62) weeks of parental leave respectively, and may elect for a shorter leave.

10.04 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off.

The up to two (2) hours will be utilized at the beginning or end of the workday where possible and employees shall make reasonable efforts to schedule appointments out of work time including weekends if possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.05 Family Responsibility Leave

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

10.06 Jury Duty

An employee summoned to jury duty, jury selection or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6 1/2) hours for the purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6 1/2) hours, shall be considered overtime and paid as such.

10.07 An employee appointed to a government board or agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the board or agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be reasonably denied.

10.08 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive two (2) days paid leave to provide emergency services when dispatched.

Employees shall receive up to three (3) additional days of leave either as:

- a) Unpaid leave; or
- b) Paid if taken from vacation or from available banked time; or
- c) A combination of paid or unpaid up to three (3) days total.

10.09 Domestic or Sexual Violence Leave

For the purpose of this article, “eligible person” means, with respect to an employee:

- a) A child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child’s parent or guardian;
- b) A person who:
 - i. Is 19 years of age or older;
 - ii. Is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person’s parent or former guardian; and
 - iii. Is under the day-to-day care and control of the employee, who is the person’s parent or former guardian, and
- c) A prescribed person (as defined by the Employment Standards Act)
 - i. If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
 1. to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
 2. to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 3. to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 4. to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 5. to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

- ii. If an employee requests leave under Article 10.09.i, the employee is entitled during each calendar year to:
 - 1. up to five (5) days paid leave;
 - 2. up to five (5) days of unpaid leave, and
 - 3. up to fifteen (15) weeks of additional unpaid leave.

- iii. A leave under Article 10.09.ii.1 or Article 10.09.ii.2 may be taken by the employee in one or more weeks of time.

- iv. A leave under Article 10.09.ii.3 may be taken by the employee one week at a time or more than one week at a time with the employer's consent.

- v. If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonable sufficient proof in the circumstances that the employee is entitled to the leave.

- vi. Such documentation may be provided by medical professionals, law enforcement, other government or non-profit agencies depending on the circumstances.

- vii. Such documentation shall be held in the strictest confidence.

ARTICLE 11 – SICK LEAVE, BENEFIT PLANS and PENSION PLAN

11.01 Sick Leave:

a) Sick Leave Accumulation and Use

- i. All employees after being employed for ninety (90) calendar days, shall be entitled to up to five (5) sick days per year in accordance with the *Employment Standards Act* notwithstanding whether the employee has accrued sick days or not.
- ii. Sick days provided in accordance with the *Employment Standards Act* are:
 1. Not in addition to the days outlined in Article 11.01(b) and Article 11.01(d);
 2. Not pro-rated (e.g., a part-time employee is entitled to five (5) days as a full-time employee is);
 3. Not provided on a partial day basis (i.e., a day when an employee leaves work an hour early due to illness shall be considered a full sick day); and are
 4. Not subject to any limitations outlined in Article 11.01(b) and Article 11.01(d).

b) Employees shall accumulate two (2) working days per month sick leave with full pay. Such sick leave may be banked from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness. Such requests shall not be unreasonable.

c) All costs for obtaining any medical certificate requested by the Employer under Article 11.01(a) or Article 11.01(b) above shall be borne by the Employer. Where circumstances warrant further examination or detailed doctor's reports under this Article the cost of the same shall also be borne by the Employer.

d) During periods of lengthy illness or disability, the following process shall apply:

- i. The lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave".
- ii. A claim for benefits must be made under the Wage Indemnity Plan of the CMSG "the Guild" Eastern Branch Health and Welfare Trust Fund for any disability that results in time loss in excess of the prescribed waiting period.
- iii. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan.
- iv. "Sick leave" shall not accumulate while an employee is absent because of a disability.

v. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

e) Extended Sick Leave Without Pay

Employees shall be granted extended sick leave of absence without pay beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

f) Long Term Disability

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on the employee's return.

11.02 Medical Plan:

A medical plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay the full premium cost for the employee's coverage under such a plan.

11.03 Benefit Plan:

The Employer shall continue to provide all employees covered by this Collective Agreement, the level of benefits and as provided under coverage under the CMSG "the Guild" Western Branch Health and Welfare Trust Fund and any new or improved benefits that are added to the Plan. All Plan benefits costs for employees shall be borne by the Employer.

11.04 Pension Plan

The Employer will provide pension contributions at a rate of 10.25 percent of salary and with employees contributing 4.00 percent.

Hours on which such contributions shall be based are as follows:

Annual Vacation

Straight time hours

Statutory Holidays

Banked overtime hours if taken in pay

Straight time equivalent of overtime hours if not banked

Paid sick leave

Other approved paid leaves under the Collective Agreement

11.05 Employee Assistance Program:

a) **Purpose**

The purpose of the employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.

b) **Nature of Program**

The Employer shall provide an employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.

c) **Participation**

All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the employee Assistance Program.

d) **Funding**

All costs relating to the employee Assistance Program shall be borne by the Employer.

ARTICLE 12 – WAGES

12.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

12.02 a) Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union.

In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.

b) All job classification disputes which are not resolved may be referred to the Joint Labour Management Committee for recommendation prior to the arbitration.

12.03

a) It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employee's wage rate unless otherwise specifically provided for by this Agreement. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer.

c) The Employer may pay an employee above the minimum wage scale, and/or accelerate the advancement of the wage schedule upon agreement of the Union. Such request must be in writing.

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

12.04 Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.

12.05 Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between employees in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

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

12.07 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee fulfils the duties of the higher job.

If the assignment is for less than half (1/2) a day, a time bank shall be established and the hours of each partial day assignment shall be added to it. When the hours of a full working day have been reached the temporary promotion shall be paid. If there is any time remaining beyond the full working day, it shall remain in the time bank.

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

12.09 The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

ARTICLE 13 – SENIORITY

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An employee laid-off and placed on the recall list under Article 14.07, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05** Regular part-time employees will be considered as regular employees and credited with seniority on a pro rated basis consistent with the period employed.
- 13.06** When on approved leave of absence on Union business under Article 6.05 and 6.06; sick leave and extended sick leave under Article 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulative seniority as defined in Article 13.07.
- 13.07** Accumulative seniority is defined as total elapsed time as a member of the Union and an employee within the bargaining unit.
- 13.08** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 – JOB POSTINGS, PROMOTION, LAYOFF AND RECALL

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

Each regular vacancy and/or new position shall be posted on the Employer's premises for five (5) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.

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

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

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

14.03 Layoff:

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives as soon as possible. Once the Employer has met with the Union the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first laid-off from that job;

- a) The laid off employee may elect placement rights into any vacancy in their former job classification or into a vacancy of a similar classification for which the employee is qualified; or
- b) They may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.
- c) Employees who are displaced from their jobs, as a result of such bump-back procedure, shall have the right to the placement provisions as noted in (b) above or to displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

14.04 Change of Status

Impacted employees are not required to change status (full time to part time or part time to full time) to take a vacancy placement or a bump; in which case the employee is laid off.

14.05 Notice of Lay-off:

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

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years;
- b) After the completion of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional weeks' notice up to a maximum of eight (8) weeks' notice;
- c) In the event of office closure, Article 14.05(b) will apply. (This shall not apply to temporary job sites.); and
- d) Health and welfare benefits will continue to be paid by the Employer during times of notice of lay-off or salary in lieu of notice period. (Article 11)

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

14.06 Recall

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

14.07 Notice of Recall:

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

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

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

ARTICLE 15 – GENERAL

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

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

15.03 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or assigned by the Employer to any shop, agency or person outside the bargaining unit.

Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit employees.

Incidents of concern will be raised with the Labour Management Committee; however, this will not preclude the filing of a grievance.

15.04 Expenses

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

15.05 Tuition Fees

The Employer agrees to pay tuition fees for approved continuing education courses, upon their successful completion as follows:

- a) 100% tuition – courses that relate directly to the assigned work of an employee.
- b) 50% tuition – courses that assist the employee to reach aspirational goals with the Employer.

Courses must be employment-related and approved, in writing, by the Employer in advance.

15.06 Joint Labour Management Committee

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) which shall meet a minimum of three (3) times per year, for the purpose of discussing and making recommendations to the Parties on issues relating to the workplace that affect the Parties or any employee bound by this agreement.

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

15.07 Job Share

DEFINITION

Job share is defined as dividing all the functions of one (1) regular position between two (2) regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job shared with the approval of the Employer and the Union. The Employer is responsible for communicating the requirements of the job to both employees.

1. GENERAL

- a) The Parties agree that all terms and conditions of the Collective Agreement that are in force and effect shall apply unless specifically altered herein.
- b) Only regular employees are eligible to participate in job share arrangements unless otherwise mutually agreed by the Parties. This can include a regular employee hired to fill the balance of a job shared position.
- c) A job share employee (other than a temporary employee as mutually agreed in 1(b) above), shall be classified as a regular part-time employee.
- d) Overtime premiums will be paid to each job share partner who works longer than 6.5 hours in a day or 32.5 hours in a week. A job share partner may work additional hours for the Employer beyond their normal job share schedule at the appropriate rate for the work and at straight time pay up to 6.5 hours in a day or 32.5 hours in a week.
- e) All job share employees must meet the qualifications of the position to be job shared.
- f) The position identified for job share must be held by one (1) of the current incumbent employees.
- g) The regular position left vacant when two (2) regular employees job share will be posted in accordance with the provisions of the Collective Agreement, except as outlined in the trial period in 3 (a) below.
- h) Job share arrangements shall be cost neutral (*see point 8) to the Employer.
- i) Benefits, vacation and other length of service entitlements, seniority, statutory holidays and other perquisites shall be pro-rated.
- j) Medical and other appointments will be scheduled on a job share employee's normal day off unless it is not possible such as a specialist appointment that cannot be rescheduled.

2. PROCEDURE

- a) Regular employees wanting to job share may submit a proposal to their Employer for a job share arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed.
- b) The Employer may also propose a job share arrangement, subject to agreement of the affected employees and Union.
- c) Details which must be considered in the submission include:
 - 1. Which position will be job shared.
 - 2. Which functions within that job will be shared and which functions will be performed by only one partner.
 - 3. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
 - 4. Preferred work schedule of each partner and preferred start date.
 - 5. Other information required by the Employer.
- d) For each job share arrangement, there must be a written understanding signed by each job share partner, the Employer and the Union.
- e) Subject to operational efficiency, requests for job share shall not be unreasonably declined by the Employer.

3. TRIAL PERIOD

- a) In order to allow the Parties a reasonable time to test the suitability of the individual job share arrangement, a six (6) consecutive calendar month trial period will be in effect at the beginning of each job share arrangement. Any temporary vacancy that is created may be filled without posting for the six (6) month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- b) During the trial period, the Employer, the Union or either job share partner may terminate the job share with a minimum of thirty (30) days written notice.
- c) In the event that the job share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects. If there is no previous position for an employee to return, they shall be laid off and placed on the recall list.

4. JOB SHARE CONDITIONS

- a) Full-time regular employees who enter a job share arrangement shall change their status to regular part-time and be paid the rate for the job shared position. In the case of a demotion, there will be no blue circle or red circle salary treatment as a direct result of job share.
- b) A job share arrangement will not invoke the provisions of Article 17 (Technological, Procedural Change).

5. JOB SHARE PARTNER ABSENCE

- a) Where an employee in a job share arrangement is temporarily absent from work for any reason, the Employer shall first offer the work to the remaining partner in the job share. In such instances, the extra hours worked, up to a maximum of 6.5 hours per day and 32.5 hours per week, will be paid at straight time rates.
- b) The remaining partner will retain their status as a regular part-time employee for the duration of the partner's absence. If the remaining partner declines to accept the extra hours the Employer may fill the vacancy with a temporary employee.

6. FILLING A JOB SHARE VACANCY

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

- a) If no suitable partner can be found, the remaining partner will have the option of filling the position on a full-time basis.
- b) If the remaining partner declines the option, the employee will be placed directly onto the recall list and the full-time position will be posted.

7. TERMINATION OF A JOB SHARE ARRANGEMENT

- a) Individual job share arrangements may be terminated by the Employer with a minimum of sixty (60) days' notice.
- b) If the Employer terminates the job share arrangement, the job share partners will revert back to their previous positions and conditions of employment, and any other employee displaced as a result will have access to the provisions of Article 14.
- c) If one partner voluntarily leaves, the remaining partner will have the option of filling the vacant portion of the position without posting. If the remaining partner declines the option of filling the full time position that employee will be placed directly onto the recall list and the full time position will be posted.
- d) If both job share partners agree to terminate the job share arrangement, the job share partners will revert to their previous positions and conditions of employment, and any other employee displaced as a result will be placed directly on the recall list without access to the provisions of Article 14.

8. NB. The Employer understands, with the exception of 7(b) above, “cost neutral” means that there will be no additional cost in wages, benefits or other collective agreement costs incurred under this agreement.

15.08 Impact of Legislation

1. In this Article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2. In the event that existing or future federal or provincial legislation should render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
3. In that event, the Union and the Employer shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
4. If the parties are unable to come to any agreement after forty-five (45) working days from the start of negotiations, the matter may be referred to arbitration by either party.
5. The arbitrator’s authority shall be limited to deciding whether this Article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the Article(s) directly affected by legislation.

ARTICLE 16 – DISCIPLINE AND TERMINATION

16.01 Just Cause

The Employer has the right to discipline or terminate an employee for just cause. The burden of proof of just cause rests with the Employer. Such discipline or termination may be subject to the grievance procedure outlined in Article 18.

16.02 Employee Investigation and the Imposition of Discipline

- a) Where an employee is under investigation by the Employer for any cause, the following shall occur:
 - i. The employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation;
 - ii. If a delay is required, the employee and the Union Representative shall be notified of those matters at the earliest reasonable time and before any action is taken by the Employer;
 - iii. The employee shall be advised that a designated representative of the Union must be present at any meeting in connection with such investigation. Attendance at such meetings by the employee will be without loss of pay.
- b) It is understood that Article 16.02(a) does not preclude or prevent the Employer from initiating a pre-investigation in order to determine whether a formal investigation is needed.
- c) With the exception of a verbal warning, the Employer will provide the employee and the Union with a statement, in writing, at the time of the discipline or termination clearly establishing the reason for such discipline or termination. A designated representative of the Union must be present at all disciplinary and/or termination meetings. Attendance at such meetings will be without loss of pay.
- d) An employee shall have the right to have the Job Steward(s) or Union Representative of the Union present at any discussions with the Employer that the employee believes may be the basis of disciplinary action. Where the Employer intends to meet with an employee for disciplinary purposes, or impose discipline, they shall notify the employee, Job Steward and/or Union Representative.

16.03 Remedy

If the discipline or termination imposed is found to be unjustified the employee will be made whole, as if the discipline or termination never occurred. The remedy may be varied by the Parties or the Board of Arbitration appointed pursuant to the terms of this Agreement.

16.04 Personnel File

An employee shall be entitled to review their personnel file upon request and with reasonable notice and in the event of a grievance. Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings and for any documentation critical of an employee, and after twenty-four (24) months for a suspension provided the employee has been discipline free for the respective twelve (12) or twenty-four (24) month period.

ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation:

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

17.02 New Training:

Employees becoming 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 Employer without loss of pay, to the affected employees.

17.03 Recall:

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits the employee accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

17.04 Recall Period Extension:

A specified extension of the recall period, where recall is applied under Article 17.03, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.05 Severance Pay:

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

17.06 Off Premises Equipment:

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

ARTICLE 18 – GRIEVANCES

All complaints or grievances resulting from the operation or interpretation of this Agreement or in any way affecting relations between the Employer and the employees or the Union, shall be handled in the following manner:

Complaints

An employee and/or a designated Union representative may discuss a complaint with the appropriate Employer representative prior to initiating a grievance. This discussion would normally take place within fifteen (15) working days of the incident giving rise to the complaint.

Grievances

All grievances shall be submitted in writing within twenty (20) working days of the incident

- a) Setting out the nature of the grievance
- b) Stating the provision(s) of the Agreement at issue
- c) Stating the redress or other action required to resolve the matter

Throughout the grievance procedure, in attempting to reach resolution, the Parties may fashion such settlements that are mutually agreeable.

All grievances shall be resolved without stoppage of work.

Grievance Process

Within fifteen (15) working days of receipt of the written grievance, the Parties will meet to seek resolution. More than one (1) meeting may be held in order to conclude the matter. The grievor may attend all grievance meetings with no loss of pay.

The Party hearing the grievance will provide a written response upholding or denying the grievance within ten (10) working days of the meeting.

Within ten (10) working days of receiving the response, the Party presenting the grievance will, in writing, either accept the other's response or move the matter forward.

If the grievance is settled, the resolution will be implemented without delay.

Referral to Third Party

If the matter is not resolved, either Party may refer the matter to a third party. By mutual agreement, the referral may be to Alternate Dispute Resolution (ADR). Referral to arbitration may be made by either Party without mutual agreement.

Timelines outlined in this Article may be extended by mutual agreement between the Parties.

ARTICLE 19 – ARBITRATION

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to either expedited or full arbitration as follows:

19.01 Expedited Arbitration - Alternate Dispute Resolution (ADR)

Expedited arbitration is intended to provide a timely resolution with minimal formality.

The terms are:

- a) Mutual agreement by both parties is 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 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.
- 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 expedited arbitration decisions will 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; and
- j) Should either Party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured. In these circumstances, the Party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.

19.02 Full Arbitration

1. Either Party may refer the matter to full arbitration by written notice to the other Party.
2. 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.
3. The arbitrator's decision shall be in writing. This decision will be precedential, and final and binding upon the Employer, the Union and each employee affected.
4. The arbitrator will retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.
5. Each Party shall pay their own costs and expenses of the Arbitrator and one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 – HEALTH AND SAFETY

20.01 Eye Examinations and VDT Eyewear:

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

- a) Eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year.
- b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.
- c) Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses with a focal point of 18 to 24 inches for working at a VDT. The cost of these should also be covered by the Employer up to a maximum of \$200 every two (2) years.

20.02 Office Equipment and Ergonomics:

The Employer will supply reasonable and adequate office equipment (to include work stations) and will provide instruction in safe and proper usage of office equipment.

The Employer will consult with the affected employees prior to purchasing and introducing new or upgraded equipment.

All office equipment must meet WCB and Federal Government safety standards. The Employer will further provide ergonomic assessments in cases of new workstations or new employee, and will not unreasonably deny employee's requests for additional ergonomic assessments and adjustments as recommended by a registered occupational therapist or equivalent expert.

20.03 Safe and Secure Workplace

The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: transportation; ensuring the presence of at least one (1) 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.

ARTICLE 21 – BULLYING AND HARASSMENT IN THE WORKPLACE

21.01 The Union and Employer recognize the right of employees to work in an environment free from bullying and harassment and shall take such actions as are necessary to provide this environment. Harassment can be sexual and/or personal; neither will be tolerated. This Article applies to all persons in the workplace.

- a) **Sexual harassment** means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- a) **Personal harassment** means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the British Columbia Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
- b) **Bullying** refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

Procedures:

- (i) An employee who wishes to pursue a concern arising from an alleged violation of this policy shall submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence to their Union Representative. The Union Representative shall then raise the concerns directly to the appropriate Representative(s) of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Article 21.01(iii) herein.

- (ii) An alleged offender shall be given notice of the substance of such a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this Article.

- (iii) An employee who wishes to pursue a concern arising from a violation of this Article may submit a grievance. Incidents occurring prior to the identified time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the allegation being grieved.
- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Employer may take interim measures to separate the complainant and respondent concerned if deemed necessary.

ARTICLE 22 – TERM

22.01 a) This Agreement will be in full force and effect on and after the **1st day of January, 2022**, to and including the **31st day of December, 2026**. Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.

b) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.

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

Signed at	, BC	This	Day of	, 2023
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SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

*Zulema Sanabria
Secretary-Treasurer*

Daniel Storms, Union Representative

APPENDIX "A"
CATEGORIES, CLASSIFICATIONS AND SALARIES

CATEGORY 1

Office Assistant

CATEGORY 2

Administrative Assistant 2

CATEGORY 4

Office Administrator

1. Regular part-time employees shall be subject to the regular employee wage progression scale.
2. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUp members are hourly employees.

Differentials

Training: A worker who, in addition to their normal duties, is required to train one (1) or more new persons in the procedures and duties of their office shall receive, in addition to regular salary, a training differential of five dollars (\$5.00) per day.

Supervisor: A worker who, in addition to their normal duties, is required to supervise one (1) or more persons shall receive, in addition to regular salary, a supervisory differential of five dollars (\$5.00) per day.

APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2022			3.00%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$1,091.87	\$1,109.93	\$1,128.41
Hourly	\$33.60	\$34.19	\$34.72
Casual/Temporary	\$34.72		
CATEGORY 2:			
Weekly	\$1,184.13	\$1,203.04	\$1,221.04
Hourly	\$36.43	\$37.01	\$37.57
Casual/Temporary	\$37.57		
CATEGORY 4:			
Weekly	\$1,267.39	\$1,267.39	\$1,267.39
Hourly	\$39.00	\$39.00	\$39.00
Casual/Temporary	\$39.00		

****The wage increases in Year 2 through Year 5 shall be 2.0 percent or the established rate of the National Guild for that year for all its employees across Canada, whichever is higher.**

APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2023 [confirmed by National Guild at 6.00%]			6.00%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$1,157.38	\$1,176.53	\$1,196.11
Hourly	\$34.27	\$34.87	\$35.42
Casual/Temporary	\$35.42		
CATEGORY 2:			
Weekly	\$1,255.18	\$1,275.22	\$1,294.30
Hourly	\$39.39	\$40.02	\$40.63
Casual/Temporary	\$40.63		
CATEGORY 4:			
Weekly	\$1,343.43	\$1,343.43	\$1,343.43
Hourly	\$42.17	\$42.17	\$42.17
Casual/Temporary	\$42.17		

APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2024			2.00%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$1,180.53	\$1,200.06	\$1,220.03
Hourly	\$34.96	\$35.57	\$36.13
Casual/Temporary	\$36.13		
CATEGORY 2:			
Weekly	\$1,280.28	\$1,300.72	\$1,320.19
Hourly	\$40.18	\$40.82	\$41.44
Casual/Temporary	\$41.44		
CATEGORY 4:			
Weekly	\$1,370.30	\$1,370.30	\$1,370.30
Hourly	\$43.01	\$43.01	\$43.01
Casual/Temporary	\$43.01		

APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2025			2.00%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$1204.14	\$1224.06	\$1244.43
Hourly	\$35.66	\$36.28	\$36.85
Casual/Temporary	\$36.85		
CATEGORY 2:			
Weekly	\$1,305.89	\$1,326.73	\$1,346.59
Hourly	\$40.98	\$41.64	\$42.27
Casual/Temporary	\$42.27		
CATEGORY 4:			
Weekly	\$1,397.71	\$1,397.71	\$1,397.71
Hourly	\$43.87	\$43.87	\$43.87
Casual/Temporary	\$43.87		

APPENDIX "A" - CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective January 1, 2026			2.00%
	START	6 MTH	12 MTH
CATEGORY 1:			
Weekly	\$1,228.22	\$1,248.54	\$1,245.85
Hourly	\$36.37	\$37.01	\$37.59
Casual/Temporary	\$37.59		
CATEGORY 2:			
Weekly	\$1,332.01	\$1,353.26	\$1,373.52
Hourly	\$41.79	\$42.47	\$43.15
Casual/Temporary	\$43.15		
CATEGORY 4:			
Weekly	\$1,425.66	\$1,425.66	\$1,425.66
Hourly	\$44.75	\$44.75	\$44.75
Casual/Temporary	\$44.75		

APPENDIX "B" - JOB DESCRIPTIONS

CATEGORY 1 - Office Assistant

Employees in this category are typically hired as casual employees to provide assistance from time to time for a specified purpose as outlined below. They work under direct supervision.

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

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

Note: employees in this category are expected to perform data entry functions and may use spreadsheets for the data entry.

EQUIPMENT USED

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

QUALIFICATIONS

- Grade 10 or six (6) months office experience.

CATEGORY 2 - Administrative Assistant 2

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, referring unusual problems/concerns to supervisor or the CMSG Secretary-Treasurer or designate. May be required to act as a Confidential Secretary to one (1) or more persons.

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

An employee under this category may be asked to take on aspects of the following depending upon their specified position as follows:

1. To operate a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data;
2. To produce financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year end financial statements; prepares accounting statements and performs electronic banking. Monitors interest rates/investment income with bank and arranges for term deposits as directed.
3. To provide information, direction, support and answers enquiries on benefit and/or pension plan transactions; investigates complex claims and recommends settlement payments.
4. To maintain efficient use of software, hardware and other office equipment; maintains e-mail and voice mail systems; performs minor maintenance on office equipment; obtains quotes and makes recommendations on the purchase of new office equipment and arranges for training and provides technical assistance to others once new equipment is purchased. May be responsible for maintenance of website.
5. To ensure adequate stock of office stationery and supplies including maintaining inventory of same.
6. To provide job information to employers and union members regarding job vacancies, available candidates, and wage rates. Receives requests from employers, dispatches members to job sites, ensures member is in good standing, and maintains dispatch records.
7. Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.

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

EQUIPMENT USED

- Photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, shredder, calculator, typewriter.

QUALIFICATIONS

- Grade 12 or equivalent and three (3) years related experience or, depending on the position:
- successful completion of a recognized secretarial program and two (2) years related experience.
- successful completion of bookkeeping courses and two (2) years related experience.
- successful completion of office systems program and two (2) years related experience.
- successful completion of word processing courses and two (2) years related experience.
- successful completion of a certificate in computer systems plus two (2) years related experience.
- successful completion of related post secondary or trade union courses and two (2) years related experience.

CATEGORY 4 – Office Administrator

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

1. May be required to provide an advanced level of administrative or technical support.
2. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
3. Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.

EQUIPMENT USED

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, shredder, calculator.

QUALIFICATIONS

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

- successful completion of a diploma program in computer systems and one (1) year related experience.
- successful completion of desktop publishing courses and two (2) years related experience.
- successful completion of recognized accounting courses and two (2) years related experience.
- in depth knowledge in AS400 database or similar database used by the employer
- ability to train and supervise office administrative staff.

LETTER OF UNDERSTANDING No. 2
HOURS OF WORK

BETWEEN: VANCOUVER AND DISTRICT LABOUR COUNCIL
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

**AND: MoveUP, Local 378 Canadian Office and Professional Employees
Union**

- (a) Article(s) 7.01 through 7.03 will be renewed. It is clearly understood that MoveUP may pursue additional changes in existing hours of work pursuant to the "NOTE" under Article 7.03.
- (b) Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

“Bill Saunders, Chair, Employer’s Committee”

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

“Linda Karpowich, Union Representative”

“Charmaine Murray, Secretary Treasurer”

**LETTER OF UNDERSTANDING No. 9
WORKLOAD**

BETWEEN: VANCOUVER AND DISTRICT LABOUR COUNCIL
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

**AND: MoveUP, Local 378 Canadian Office and Professional Employees
Union**

The following language will be effective for the term of the present Collective Agreement, and will require renewal;

The Employer agrees to make reasonable efforts to ensure that the workload is evenly distributed amongst employees within the same job classification, department and branch. Where an employee, or group of employees has reason to believe that workload is not evenly distributed, as described above, they may raise the matter with their Employer, and may elect to have a Union representative at these meetings.

Signed at	, BC	This	Day of	, 2017
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

Joey Hartman
Vancouver and District Labour Council

Noel Gulbransen
Union Representative

LETTER OF UNDERSTANDING No. 10
TRAINING OPPORTUNITIES FOR DISPATCH

BETWEEN: CANADIAN MERCHANT SERVICE GUILD (Western Branch)
Negotiating for Trade Unions party to the Master Office Agreement for
Trade Union Offices

AND: Local 378 Canadian Office and Professional Employees Union dba
Movement of United Professionals (MoveUP)

RE: Training Opportunities for Dispatch MoveUP members at the CMSG

The Parties agree to meet within ninety (90) days from the ratification of the collective agreement to discuss training opportunities for MoveUP Dispatch members who work at the CMSG so the Employer has trained members when Dispatch is utilized.

Signed at _____, BC	This _____	Day of _____, 2023
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;

Zulema Sanabria
Secretary-Treasurer

Daniel Storms, Union Representative

DELETED LETTER OF UNDERSTANDINGS

~~LOU 1—**Sexual and/or Personal Harassment in the Workplace** (incorporated as Article 21)~~

~~LOU 3—**Pay Rates** (incorporated into Article 12.03)~~

~~LOU 4—**Employee and Family Assistance (EFAP)** (part of the PBC benefit plan)~~

~~LOU 5—**Health and Welfare Plan Review** (review completed)~~

~~LOU 6—**Job Share** (incorporated into Article 15 as 15.07)~~

DS:ks usw2009