

# COLLECTIVE AGREEMENT

Between

## **Construction Maintenance and Allied Workers Bargaining Council, Local Unit Number 1995**

(hereinafter referred to as the "Employer")



And



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

**May 1, 2021 to April 30, 2024**

**COLLECTIVE AGREEMENT**

**BETWEEN: Construction Maintenance and Allied Workers, LOCAL 1995**  
(hereinafter referred to as the “Employer”)

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

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## **ARTICLE 1 – PURPOSE**

### **1.01 Harmonious Working Relationship**

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 and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.

### **1.02 Gender Neutral Declaration**

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 meaning the plural or masculine unless the context or Parties require otherwise.

### **1.03 Adherence to BC Human Rights Code**

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

## **ARTICLE 2 – BARGAINING UNIT and RECOGNITION**

### **2.01 Union is Sole Bargaining Agent**

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP (Canadian Office and Professional Employees Union, Local 378), and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

### **2.02 Union Label**

All members shall be required to use their Union Label.

### **2.03 Employer Access to Union Label**

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP (Canadian Office and Professional Employees Union, Local 378) and shall remain the sole property of the Union.

### **2.04 Employee Protection**

The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

### **2.05 Picket Line**

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her 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 No Discipline for Union Activity**

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

**2.07 No Lockout or Strike**

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

**ARTICLE 3 – UNION SECURITY**

**3.01 Membership Required**

The Employer agrees that all employees shall maintain Union membership in MoveUP (Canadian Office and Professional Employees Union, Local 378) as a condition of employment.

**3.02 Order of Hiring**

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 Delinquent Member Termination**

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 Assignments of Wages and Employee Information**

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<sup>th</sup>) 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, said list shall include the following:

- a) Name and address
- b) SIN or employee ID number if relevant
- c) monthly salary
- d) amount of dues deducted
- e) work location
- f) job classification
- g) date of hire

### **3.06 Notification of New Hires**

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 Employer Rights**

The Union recognizes the rights of the Employer to hire and promote, 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.

## **ARTICLE 5 — DEFINITION OF EMPLOYEES**

### **5.01 Probationary Period**

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

### **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 one (1) month service, 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) 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 employees 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 three (3) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- 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, Parental, Adoption Leave) will attain regular status after three (3) months but the severance provisions of Article 14.05 and Article 17.05 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 11.02.
- 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 Section 11.02.

#### **5.06 Duties, Policies, Procedures**

The Employer or his Representative shall make known to the employees 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 Recognition of Union Appointed Representatives**

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 Access to Employees**

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 No Discipline for Performing Job Steward Duties**

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

### **6.04 Grievance Investigation**

The Job Steward 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 No Discipline for Union Activity**

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

### **6.06 Leave of Absence - Employee**

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.

### **6.07 Paid and Unpaid Leave for Job Stewards and Union Officers**

#### **a) Leave of Absence for Arbitration Hearings**

Job Stewards and/or affected employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time worked. The time spent beyond regular hours will not be paid for by the Employer.

#### **(b) Leave of Absence for Union Executive Meetings**

Job Stewards and/or other elected Officers of the Union who regularly work for the Employer and are required to participate in Union Executive meetings will be granted up to one day's leave with pay for each period of leave so required. Time spent beyond regular hours and time spent beyond one working day will not be paid by the Employer and will be considered leave of absence without pay.

#### **(c) Leave of Absence for Union or Labour Conventions**

Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Employer, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Employer. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Employer to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

(d) **Miscellaneous Leave of Absence**

Job Stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Labour Relations for other activities not specifically identified above.

(e) Job Stewards and/or elected Officers of the Union who regularly work for the Employer and who are assigned to joint Union-Employer committees, will be paid by the Employer for all time spent on such committees during regular hours.

(f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.

(g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the applicable manager and/or Labour Relations Department with not less than five (5) working days written notice, where possible.

(h) Employees who request and are granted a leave of absence for Union business, either with or without pay, are required to complete the appropriate form and submit it to their manager.

(i) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Employer will continue an employee's normal salary, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

**6.08 Union Leave**

Employees elected or appointed to full time Union positions will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Employer and the employee will continue to accrue seniority with the Employer during such period. Employees on such leave will at their option continue to participate in all Employer welfare plans, provided the Union reimburses the Employer on a monthly basis for the cost of such premiums. Employees on leave to work for the Union, on application to the Employer, will be re-employed by the Employer at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in her/his classification assuming she/he had never left the employment of the Employer.

**ARTICLE 7 – HOURS of WORK and OVERTIME**

**7.01**

- (a) A regular work day shall consist of seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m.
- (b) A regular work week shall consist of thirty-five (35) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

**7.02 Variation of Hours of Work**

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

**7.03 Work Schedule**

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.

**7.04 Lunch 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.

*NOTE: 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 (1/2) hour.*

**7.05 Rest Periods**

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, nor be combined with the lunch period.

**7.06 Overtime Premiums**

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

**7.07 Overtime on Statutory Holidays and Weekends**

All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 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 pro-rated hourly rate.

**7.08 Overtime Meal Break**

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.

**7.09 Minimum Hours**

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.

**7.10 Definition of Types of Overtime**

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 7.10 shall be separate and apart from the above premium provisions.

**7.11 Overtime is Voluntary**

Overtime shall be on a voluntary basis and, all things being equal, will be distributed among all members of the office staff.

**7.12 Time Off In Lieu of Overtime Pay**

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.

**7.13 Overtime Pay Not Impacted by Leaves**

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

## ARTICLE 8 – STATUTORY HOLIDAYS

### 8.01 Recognition of Statutory Holidays

The Employer agrees to provide all regular and full-time temporary Employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	<u>National Day of 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. 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 or a Sunday, 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 Day in Lieu

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

## **ARTICLE 9 – ANNUAL VACATIONS**

### **9.01 Initial Vacation Entitlement**

- 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 (6%) percent 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 has completed 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.

*NOTE: These twenty (20) days are taken during the sixth (6<sup>th</sup>) year of employment.*

**9.03** For each year of service in excess of five (5) years', each employee shall be entitled to one (1) additional day paid vacation day, to a maximum of thirty (30) working days.

**9.04** Payment for vacation entitlements outlined in Section 3 above shall be:

- (a) 21 and 22 days – at the current wage rate or eight percent (8%) of gross earnings, whichever is greater;
- (b) 23 to 27 days inclusive – at the current wage rate or ten percent (10%) of gross earnings, whichever is greater;
- (c) 28 days and over – at the current wage rate or twelve percent (12%) of gross earnings, whichever is greater.

**9.05** 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.

**9.06** Selection of employee's vacations shall be in order of seniority. Employees who wish to take their vacations in two (2) or more periods instead of one (1) unbroken period shall select only one (1) vacation period 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 (2<sup>nd</sup>) and subsequent periods in order of seniority.

### **9.07 Schedule**

The Employer shall make available a vacation schedule by the end of the first (1<sup>st</sup>) week of January and the employees shall indicate their vacation selection by March 15<sup>th</sup> and have such vacation confirmed by March 31<sup>st</sup> of each year.

**9.08 Past Service Credits**

All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

**9.09 Vacation Pay Advance**

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.

**9.10 Vacation Banking**

No unused vacation may be carried over beyond the employee's anniversary date without prior written approval, such approval will not be unreasonably withheld.

**9.11 Vacation Pay upon Termination during First Year of Employment**

An employee whose employment is terminated for any reason during the first year of employment shall be paid six percent (6%) of gross earnings to the date of such termination less the amount of any vacation payment already received in lieu of vacation.

**ARTICLE 10 — LEAVE of ABSENCE**

**10.01 Unpaid Leave of Absence**

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**

In cases of death in the immediate family, i.e. spouse, child, including step child and foster child father, mother, sister, brother, step-sister, step-brother, niece, nephew, aunt, uncle, grandparents, grandchildren, in-laws shall be granted up to three (3) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

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 and Parental and Adoption Leave**

- (a) For the purpose of this Article, "spouse" includes common-law and same sex partners. "Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC".
- (b) Upon request, the employee shall be granted up to three (3) months leave of absence without pay. Such Leave of Absence may be extended by mutual agreement upon application by the employee.



- (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 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.
- (d) Seniority shall accrue.

#### **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. 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 as defined in 10.02, 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, 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 or 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 seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

#### **10.07 Appointment to Outside Agency**

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 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee required a leave of absence in order to undergo gender transition will be granted

a leave for the procedure required during the transition period. The provisions of that leave will follow either Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

## **ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN**

### **11.01 Sick Leave**

- (a) On the first day of each calendar year, the Employer will credit each employee with twelve (12) sick days to be utilized during that year. There will be no carryover of sick days from one year to the next. When utilizing sick leave credits, an employee may be required to provide proof of illness.
- (b) During periods of lengthy illness or disability, any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulated "sick leave". A claim for benefits must be made under the Wage Indemnity 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 a Wage Indemnity 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 salary and wage indemnity payments.
- (c) If a hospitalization or emergency treatment occurs during an employee's vacation period, the employee shall be granted sick leave 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 employee's supervisor.

### **11.02 Unpaid Sick Leave**

Employees shall be granted 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 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.

### **11.03 Benefits and Pensions**

- a) Employees shall be covered by the employer's benefit plan and the COPE 15 Pension Plan. The Employer shall pay the full premium cost for the employee's coverage under such plans. The Employer will contribute at \$2.55 per hour towards the CMAW benefits plan and \$4.00 per hour towards the COPE 15 Pension Plan, which shall include:
  - b) Annual vacation
  - c) Straight time hours worked
  - d) Statutory holidays
  - e) Banked overtime hours if taken in pay

- f) Straight time equivalent of overtime hours if not banked
- g) Paid sick leave
- h) In the case of an employee receiving Weekly Wage Indemnity Benefits, the Employer will continue to remit Pension & Benefit contributions on behalf of the employee. The Employer will remit the regular number of hours as earned preceding the disability.

#### **11.04 EI Premium Rebate**

The Employer agrees that five-twelfths (5/12ths) of the E.I. premium will be paid back to the employee annually where applicable.

### **ARTICLE 12 – WAGES**

#### **12.01 Pay by Classification**

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 New Position**

- 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 Advisory Committee prior to the arbitration procedure being brought into effect.

#### **12.03 Wage Rate Established**

It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employees 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

The Employer may pay an employee above the minimum wage scale and/or accelerate the advancement of the wage scale with written agreement from the Union.

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

#### **12.04 Hiring Above Minimum**

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 Equal Pay for Equal Work**

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

**12.06 Higher Classification Establishes Rate of Pay**

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 Assignment to Higher Classification**

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 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 Minimum Hours**

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

**ARTICLE 13 – SENIORITY**

**13.01 Definition**

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 Loss and Reinstatement**

Seniority reinstatement for employees who leave the bargaining unit and subsequently return shall be governed by the MoveUP policy dated September 19, 2016.

**13.03 Accrual on Layoff**

An employee laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.

**13.04 No Accrual**

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 Pro-rated**

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 Accrual**

When on approved leave of absence under Articles 6, 10 and 11, with the exception of Article 10.01, 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 13.07.

### **13.07 Accumulation**

Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

### **13.08 Lists**

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 Job Postings**

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 three (3) 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**

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 and the following procedure shall be adopted:

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

- b) The laid off employee may elect placement rights into any vacancy in her former job classification or into a vacancy of a similar classification for which the employee is qualified; or
- c) 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.
- d) 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 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 a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice 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) 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.

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

**14.05 Recall List and Severance**

Any regular 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.

#### **14.06 Recall to Work**

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.

#### **14.07 Access to Vacancies While on Layoff**

Employees 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.

#### **14.08 Salary When Recalled to Work**

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**

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 Equipment**

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

#### **15.03 No Contracting Out**

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

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

#### **15.04 Expenses While on Employer Business**

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 Preparation and Printing of the Collective Agreement**

It is agreed by the Parties that the Agreement will be prepared by the Union.

### **15.06 Tuition Fees**

The Employer agrees to pay tuition fees for continuing education courses as follows:

- a) Employer initiated – 100% of course fees upon successful completion of course.
- b) Employee initiated – 50% of course fees upon successful completion

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

### **15.07 Security in the 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 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.

### **15.10 Joint Labour Management Committee**

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) which shall meet at the call of either party, 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.

## **ARTICLE 16 – DISCIPLINE AND TERMINATION**

### **16.01 Just Cause**

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

### **16.02 Imposition of Discipline**

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.

An employee shall have the right to have the Steward(s) and/or Union Representative 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 to impose discipline, they shall notify the employee, Steward and/or Union Representative.



### **16.03 Personnel File**

Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

No letter of reprimand, expectation, or any other adverse report shall be entered in an employee's file without the employee's knowledge.

Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings, and after twenty-four (24) months for a suspension provided discipline has not been imposed within the respective time periods.

### **16.04 Remedy**

If the discipline or discharge imposed is found to be unjustified the employee will be made whole, as if the discipline or discharge never occurred. The remedy may be varied by the Parties or the Board of Arbitration appointed under Article 19.

### **16.05 Outstanding Monies**

An employee whose employment is terminated by the Employer, shall be paid all vacation credits and salary due upon such termination of employment.

## **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 Retraining in Case of Technological Change**

The Employer agrees that Employees affected by the introduction of any technological change shall be entitled, based on ability and seniority, in that order, to retraining provided by the Employer as follows:

- (a) for operation of the new equipment or use of the new material or performance of the new method or procedure;
- (b) for qualifying for new jobs created by such changes;
- (c) for other vacancies with the Employer for which the Employee is qualified.

### **17.03 Recall, Placement or Termination**

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. Should the employee select to be placed on the recall list she shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

### **17.04 Extension of Recall Period**

A specified extension of the recall period as outlined in 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 or by exercising their options under 17.03 shall receive severance pay. The amount of such severance pay shall be one (1) weeks per year of service to a maximum of twelve (12) 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 grievances or complaints resulting from the operation or interpretation of this Agreement or in any way affecting relations between the Employer and employees or the Union shall be handled in the following manner.

### **18.01 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 process, in attempting to reach resolution, the Parties may fashion such settlements that are mutually agreeable.

All grievances shall be resolved without stoppage of work.

### **18.02 Grievance Process**

Within fifteen (15) working days of receipt of the written grievance, the Parties will meet to seek resolution. More than one meeting may be held in order to conclude the matter. The grievor may attend all 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.

### **18.03 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 an 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 – SINGLE ARBITRATOR**

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to a Single Arbitrator as follows:

### **19.01 Alternative Dispute Resolution**

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

The terms are:

- Mutual agreement by both parties is required.
- Neither side shall be represented by lawyers
- Neither side will call witnesses except by mutual agreement
- Every effort will be made to complete the hearing in one working day.
- If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days.
- Awards will be limited to the decision with a summary of the arbitrator's reasons.
- All alternative dispute resolution decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances.
- 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.
- Should either party wish to withdraw the grievance from the alternative process and refer to a full arbitration they may do so with written notice to the other party, and to the alternative arbitrator if one has been secured. In these circumstances, the party opting out shall be responsible for any cancellation fees charged by the alternative 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 Eyewear**

Employees who are required to work with personal computers or other devices on a regular basis shall be entitled to the following:

Eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year.

The Employer shall grant leave of absence with pay, to be deducted from the employee's sick leave entitlements 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.

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 personal computer or other device. The cost of these should also be covered by the Employer up to a maximum of \$200 every two years.

## **20.02 Office Equipment**

The Employer will attempt to supply reasonable and adequate office equipment (to include work stations) and will consult with the MoveUP employees prior to purchasing and introducing new or upgraded equipment for the office.

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard.

The Employer shall provide instruction in the safe and proper usage of all office equipment. The Employer shall ensure that employees operating personal computers or other devices continuously shall have a ten (10) minute change of duty in each hour of continuous operation.

## **ARTICLE 21 – BULLYING AND/OR HARASSMENT IN THE WORKPLACE**

**21.01** The Union and Employer recognizes 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 or 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.
- (b) **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, 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.
- (c) **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, (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 clause.
- (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 as 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 Employees concerned if deemed necessary.

## ARTICLE 22 – TRAINING

### 22.01 Definitions

- (a) **Training**  
"Training" means a formal process of providing knowledge and/or practical experience to Employees to enable them to perform or learn work related functions.
- (b) **Venues for Training**  
Training under this Agreement may be provided on and/or off the job.

### 22.02 Entitlement to Training

Training must be sufficient and adequate. The Employer must give such training under this Agreement as follows:

- (a) **Orientation**  
The Employer must provide all new Employees, or any Employee who moves from one job to another in accordance with this Agreement, with training to familiarize the Employee(s) with the work to be performed. If such training would increase the bumping or promotional prospects of any Employee involved, the training must be offered in accordance with the job selection criteria contained in Clause(s) 14.04(a) to (d), inclusive.
- (b) **Enhancement of Current Ability**  
The Employer must provide training to Employees under the following circumstances:
  - (i) in the event of any change in an incumbent Employee's job functions;
  - (ii) in the event of a need to improve or upgrade an incumbent Employee's current ability and/or knowledge related to a specific work assignment;
  - (iii) in the event of a need to equip an Employee with the ability and/or knowledge to undertake a temporary assignment.
- (c) **New Jobs**
  - (i) The Employer must provide Employees with the training required to perform any new jobs within the bargaining unit.
  - (ii) Where training is offered which is a requirement for any new job to be established, the Employer shall post advance notice, on an "Employer-wide" basis, of such training providing all Employees with the opportunity to apply for participation in the training. The notice shall also advise that placement of Employees in related new jobs shall be from among those Employees who take the training.
  - (iii) Selection of Employees to participate in any training for new jobs under this Agreement must be undertaken in accordance with the job selection criteria contained in Clause 14.04.

(d) **Career Enhancement**

The Employer shall provide an Employee with training to obtain the ability and/or knowledge necessary to enhance the Employee's career or career advancement prospects with the Employer.

**22.03 No Discrimination or Favouritism**

The Employer shall ensure, in providing Employees with training and/or education opportunities under this Agreement, that no discrimination or favouritism affects any particular Employee.

**22.04 Training Costs Borne By Employer**

All costs for approved training requirements shall be borne by the Employer.

**22.05 Time Off Work For Training**

Employees who are undertaking any approved training pursuant to this Agreement shall be granted all necessary time off work, including travel time, by the Employer and this time shall be deemed to be time worked for all purposes under this Agreement.



## **ARTICLE 23 – DURATION**

### **23.01 Duration**

This Agreement shall be binding and remain in full force for the period from May 1, 2021 to and including April 30, 2024.

### **23.02 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.

### **23.03 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.

### **23.04 Exclusion of Operation: Section 50(2) L.R.C.**

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

**IN WITNESS WHEREOF**, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this 1<sup>st</sup> day of November, 2021.

**SIGNED ON BEHALF OF THE EMPLOYER**

*Party of the first part;*

“original copy signed”

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Eugenio Zanotto  
President, CMAW Local 1995

“original copy signed”

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Michele Banducci  
Vice President, CMAW Local 1995

**SIGNED ON BEHALF OF THE UNION**

*Party of the second part;*

“original copy signed”

---

Alina Teymory  
MoveUP Union Representative

E&OE

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

**FOR THE TERM May 1, 2021 – April 30, 2024**

	<b>Hourly Rate</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Category 1</b>				
Clerk 1	<u>\$22.54</u>	<u>\$23.21</u>	<u>\$23.68</u>	<u>\$23.97</u>
<b>Category 2 – Administrative Assistant 1</b>				
Clerk II Clerk-Stenographer Data Entry Clerk I & II Word Processing Operator 1	<u>\$27.79</u>	<u>\$28.62</u>	<u>\$29.20</u>	<u>\$29.49</u>
<b>Category 3 – Administrative Assistant 2</b>				
Secretary Clerk IV Research Assistant Assistant Bookkeeper Computer Operator 1 Word Processing Operator II & III	<u>\$30.83</u>	<u>\$31.75</u>	<u>\$32.39</u>	<u>\$32.71</u>
<b>Category 4 – Administrative Assistant 3</b>				
Confidential Secretary Bookkeeper Computer Operator II – Programmer Desktop Publisher General Assistant	<u>\$33.20</u>	<u>\$34.20</u>	<u>\$34.88</u>	<u>\$35.22</u>

**DIFFERENTIALS:**

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

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

## **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. Superseded job titles may include: Clerk, Data Entry Clerk I

#### **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. They are not expected to perform word processing.

#### **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 1**

Employees in this category perform a variety of office functions with or without supervision. Employees may perform duties ranging from a basic to intermediate level in the use of office applications.

Superseded job titles may include: Clerk Stenographer, Data Entry Clerk II, Word Processing Operator I and II, Secretary, Assistant Bookkeeper, Data Control Clerk, Pension/Health and Welfare Benefits Agents I, Dispatcher.

### **BASIC PURPOSE**

To provide intermediate clerical and/or administrative support to the office.

### **DUTIES AND RESPONSIBILITIES**

1. Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.
2. Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.
3. Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains membership records.
4. Maintains hour bank and contribution records for benefits and pension plans; calculates and enters pension benefits; receives, validates, batches and enters employer remittance reports into computer; responds to member and employer inquiries.
5. Provides 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.

### **EQUIPMENT USED**

Photocopier, postage machine, fax, personal or network computer, switchboard, scanner, printer, Dictaphone, shredder, adding machine/calculator, typewriter.

### **QUALIFICATIONS**

Grade 12 or equivalent and dependent on the position and the needs of the office.

6-12 months office experience and completion of a recognized secretarial program or successful completion of basic bookkeeping, or office systems, or word processing or formal data control training and one-year experience related to any of the programs noted above.

### **CATEGORY 3 - 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. May be required to act as a Confidential Secretary to one or more persons.

Superseded job titles may include: Computer Operator 1, Confidential Secretary, Office Administrator, Office Assistant, Bookkeeper, Research Assistant, Pension/Health and Welfare Benefits Agent II.

#### **BASIC PURPOSE**

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

#### **DUTIES AND RESPONSIBILITIES**

1. Operates 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; also graphics, basic desktop publishing and clipart methods for in-house or external printing.
2. Produces 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. Provides information, direction, support and answers enquiries on benefit and/or pension plan transactions; investigates complex claims and recommends settlement payments.
4. Maintains 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. Ensures adequate stock of office stationary and supplies including maintaining inventory of same.
6. 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.
7. 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**

Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.

### **QUALIFICATIONS**

Grade 12 or equivalent and three (3) years related experience or, depending on the position:

- a) successful completion of a recognized secretarial program and two (2) years related experience.
- b) successful completion of bookkeeping courses and two (2) years related experience.
- c) successful completion of office systems program and two (2) years related experience.
- d) successful completion of word processing courses and two (2) years related experience.
- e) successful completion of a certificate in computer systems plus two (2) years related experience.
- f) 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.

Superseded job titles may include: Computer Operator, Desktop Publisher, Print Production Artist, General Assistant, Supervisor, Office Manager, Apprentice Plan Administrator.

### **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. Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of employees; responsible for the allocation of work; organizing the office workflow and sets priorities of the workload.
2. May be required to provide an advanced level of administrative or technical support to any of the following: coordinating apprenticeship and journeyperson upgrading courses; responding to inquiries regarding apprenticeship programs and application processes; liaises with contractors and training coordinator to track progress; preparing and maintaining database to track work experience and technical training; informing employers/union/health and welfare plans of apprentice wage increases and other changes; and preparing reports for elected officials.
3. Assists Secretary-Treasurer with forecasting, budgeting and preparation of reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.
4. Calculates pension benefits using Family Relations Act and Pension Benefits Standard Act. Reviews court orders and separation agreements; calculates proportionate shares, provides actuary with information regarding retirement options; corresponds with members and former spouses; upon termination, retirement or death, reviews members' pension data and refers to pension assistant for processing; may provide assistance to the payment clerk in setting up new retirees, produces cheques for transfer of pension monies; may assist pension assistant in checking calculation worksheets processing calculations.
5. 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.
6. Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw) to prepare digital camera-ready art for print reproduction.
7. 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, Dictaphone, shredder, adding machine/calculator, typewriter.

**QUALIFICATIONS**

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

- a) successful completion of a diploma program in computer systems and one (1) year related experience.
- b) successful completion of desktop publishing courses and two (2) years related experience.
- c) successful completion of recognized accounting courses and two (2) years related experience.

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