

# **COLLECTIVE AGREEMENT**

Between

## **CARPENTERS' REGIONAL COUNCIL**

(hereinafter referred to as the "Employer")

*Party of the first part*

AND



## **Local 378, Canadian Office and Professional Employees Union**

(hereinafter referred to as the "Union")

*Party of the second part*

Term: August 1, 2024 to April 30, 2028

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## ARTICLE 1 - PREAMBLE

### 1.01 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous Peoples. We Acknowledge that the headquarters and where we gather is:

- a. In Burnaby, on the traditional territory of the x<sup>w</sup>məθk<sup>w</sup>əyəm (Musqueam), Sk̓wxwú7mesh Úxwumixw (Squamish), səlilwətał (Tsleil-Waututh) and qiqéyt (Qayqayt) First Nations.
- b. In Victoria, the traditional territories of the Lekwungen speaking (Lakwung-en) peoples, also known as the Songhees and Esquimalt First Nations.
- c. In Prince George, the traditional territory of the Lheidli T'enneh First Nation, part of the Dakelh (Da-kelh-clayt-clay ten-ay) peoples' territory.
- d. On Annacis Island, the Tsawwassen (Sah-wa-sen) First Nation, Coast Salish people.

We recognize and deeply appreciate their historic connection to this place. We recognize the contributions Indigenous peoples have made, both in shaping and strengthening these communities in particular, our provinces and country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

### 1.02 Headings

The headings and subheadings used in this Agreement and Appendices are inserted for the convenience and reference purposes only and shall not be used as an aid to interpretation.

### 1.03 Gender/Singular and Plural

For clarification, it is understood that wherever the singular is used in this Agreement the same shall be construed as meaning the plural unless the context or parties require otherwise.

### 1.04 Future Legislation

In the event any future legislation renders null and void or materially alters the provisions of this agreement, the remaining provisions shall remain in effect for the term of the agreement and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

#### 1.05 Employer Policies

The parties agree that

- (a) Employer Policies apply to the bargaining unit employees except where the policy conflicts with the provisions of the collective agreement.
- (b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply.
- (c) The Employer shall supply the Union with a complete copy of the Employer's policies and shall advise the Union of any changes to their policies and provide copies of those changes to the Union in a timely manner.

#### 1.06 Management Rights and Responsibilities

Except as otherwise specifically provided in this Agreement, all rights and function of management including, without limiting the generality of the foregoing, the management and direction of employees remain solely and exclusively with the Employer.

#### 1.07 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may, from time to time arise; and to promote the mutual interest of the Employer and its employees, in recognition whereof the Parties hereto covenant and agree as follows:

## **ARTICLE 2 - UNION SECURITY**

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

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

2.03 Assignments of Wages and Employee Information

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions and the amount in each case.

In addition to the above the Employer will provide the Union with complete listing of all the following for the period of time being reported:

- (a) New Hires
- (b) Terminations
- (c) Promotions
- (d) Demotions
- (e) Lateral Transfers
- (f) Salary revisions
- (g) Employees on extended leave of absence

Such information shall be supplied by the Employer and in a form acceptable to the parties.

MoveUP, (Canadian Office and Professional Employees Union, Local 378) to provide Remittance Forms.

2.04 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except to an Employer signatory to an agreement with the Union, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. MoveUP will supply upon request, to the Employer, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

### **ARTICLE 3 - BARGAINING UNIT and RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP, Local 378, Canadian Office and Professional Employees Union, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 3.02 i. The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP, Local 378, Canadian Office and Professional Employees Union. The Union label shall remain the sole property of the Union.
- ii. All members of MoveUP shall use their Union Label, labels to be provided by MoveUP.
- 3.03 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 3.04 Picket Line
- It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 3.05 No Discipline for Union Activity
- The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 3.06 No Lockout or Strike
- During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

## **ARTICLE 4 - EMPLOYMENT**

### **4.01 Duties, Policies, Procedures**

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

### **4.02 Probationary Period**

- a) All new employees except temporary will be considered probationary for the first one-hundred and twenty (120) calendar days of employment. After one-hundred and twenty (120) calendar days employment, an employee will become regular. The Employer will provide probationary employees a minimum of the two (2) probationary performance reviews during their probationary period.
- b) A temporary employee attaining regular status will not be required to serve a further probationary period beyond the first one-hundred and twenty (120) calendar days of employment. The Employer may request of the Union an extension of the probation period if so required. The Union will not unreasonably deny such request.

### **4.03 Full-Time Regular Employee (FTR)**

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

### **4.04 Part-Time Regular Employee (PTR)**

- a) An employee hired to work regular hours or days but who works less than full time hours on a regular and continuing basis.
- b) A part-time employee shall be entitled to all rights under the collective agreement unless specifically identified below.
- c) PTR employees shall be entitled to the statutory holidays without loss of pay identified in Article 6.01 (Recognition of Statutory Holidays). PTR employees shall be entitled to annual vacation under Article 7 (Annual Vacation) but will receive prorated vacation pay based on time worked.
- d) The Employer shall not hire or use PTR employees to avoid the continuance, creation or filling of positions for or by FTR employees.
- e) Part-time regular employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.

## Temporary Employee

- a) An employee hired as temporary is an employee hired for temporary defined period not to exceed 15 months.
- b) Temporary employees may be hired without job posting for work of a temporary nature.
- c) The Parties, by mutual agreement, may agree to a period in excess of 15 continuous months.
- d) Temporary employees will receive 10% of gross salary in lieu of vacation pay, statutory holiday pay and benefits.
- e) Temporary who are employed longer than six (6) months shall be enrolled in the health and welfare plan.
- f) The Employer shall not hire or use temporary employees to avoid the continuance, creation or filling of positions for or by FTR employees.
- g) Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

## ARTICLE 5 - HOURS OF WORK

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

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

(b) Travelling by Ferry

When traveling by ferry, employees will be paid the straight time rate for the time:

- (i) the employee would be reasonably expected to leave their house or the office for a ferry departure; and
- (ii) the employee should arrive at the office/ hotel/ home from the ferry (as estimated by a map application such as Google Maps, etc.)

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

(c) Travel by Car

When traveling by car, for a distance greater than fifty (50) kilometres from their office, the employee will be paid for the length of time it takes to travel from their house to the office and the return trip (as estimated by a map application such as Google Maps, etc.) for the time of day the employee is travelling.

Employees are permitted to work to a maximum of a combined seven (7) hours of travel and working hours and beyond the combined seven (7) hours, overtime shall be paid pursuant to Article 5.04 (Monday to Saturday) or Article 5.06 (Overtime Rate for Sunday or Statutory Holidays) for work and travel performed on Sundays and statutory holidays.

(d) Meal Stipend

In addition, a meal stipend of \$25 per meal missed while travelling, will be provided by submitting an expense voucher to the employer.

## **ARTICLE 6 - STATUTORY HOLIDAYS**

### **6.01 Recognition of Statutory Holidays**

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

|                         |                  |                                          |
|-------------------------|------------------|------------------------------------------|
| New Year's Day          | Family Day       | Good Friday                              |
| Easter Monday           | Victoria Day     | Canada Day                               |
| Friday preceding BC Day | BC Day           | Friday preceding Labour Day              |
| Labour Day              | Thanksgiving Day | Remembrance Day                          |
| Christmas Day           | Boxing Day       | National Day of Truth and Reconciliation |

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

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

## **ARTICLE 7 - ANNUAL VACATION**

### **7.01 Calendar Year**

For the purposes of the Agreement, the calendar year shall mean the twelve (12) month period from January 1 to December 31, inclusive.

### **7.02 Vacation Entitlement for the First Incomplete Year**

- a) For the first incomplete calendar year of service, each employee shall receive a vacation credit effective the date of commencing employment with the Employer. Such credit shall be based on 1.25 vacation days per month, multiplied by the number of months remaining in the calendar year. For the purposes of the calculation under this Article, each month shall consist of 20 working days inclusive of statutory holidays.

(e.g. if an employee starts on September 1, 2022 there would be four (4) months left in the calendar year. The employee would earn five (5) vacation days (1.25 days x 4 months)).

For employees who start after the first working day of the month, the remaining working days in the month shall be divided by the 20 and then multiplied by the 1.25.

- b) Employees shall be able to access vacation in the first incomplete calendar year following the successful completion of the probationary period pursuant to Article 4.02. Such vacation shall be taken at a time mutually agreed with the Employer.
- c) Employees shall earn fifteen (15) days of the vacation commencing on January 1, of the year immediately following the year of hire.

(e.g. If an employee starts on September 1, 2022, the employee will earn fifteen (15) vacation days effective January 1, 2023 and will be considered the employee's second calendar year of employment.)

### 7.03 Vacation Schedule for Subsequent Years

Employees shall receive subsequent annual vacation with pay in subsequent calendar years as follows:

| <u>Vacation Calendar Year</u> | <u>Working Days</u> |
|-------------------------------|---------------------|
| <u>Two to Five Years</u>      | <u>15</u>           |
| <u>Six Years</u>              | <u>20</u>           |
| <u>Seven Years</u>            | <u>21</u>           |
| <u>Eight Years</u>            | <u>22</u>           |
| <u>Nine Years</u>             | <u>23</u>           |
| <u>Ten Years</u>              | <u>24</u>           |
| <u>Eleven Years</u>           | <u>25</u>           |

Employees earning between 26-30 days' vacation as of April 10, 2025, will maintain their current vacation days. The Parties shall draft a letter of understanding to list the employees currently earning 26-30 days' vacation as of April 10, 2025.

### 7.04 Vacation Bonus

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 required to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the Vacation bonus on gross earnings for the period from Jan 1st to termination date period.

### 7.05 Vacation Pay upon Termination During First Year of Employment

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

### 7.06 Vacation Carryover

Employees shall be permitted to carry up to five (5) vacation days forward from one year, to be used the following year. Any further carry over of vacation time may only be carried over into the following year with the approval of the Employer.

## **ARTICLE 8 - BENEFIT PACKAGE**

8.01 Effective August 1, 2021, the Employer shall contribute, on behalf of each employee, five dollars (\$5.20) 20 cents per hour to the Alberta Carpenters & Allied Workers ACAW pension plan.

### **8.02** Benefit Plans

#### (1) General

- (a) “Eligible employees” are those employees who do not receive monies in lieu of benefits under the terms of this collective agreement.
- (b) The Employer shall continue to provide all eligible employees covered by this Collective Agreement, the same level of benefits and any other ancillary benefit coverage as listed in the BCRCC Pacific Blue Cross (PBC) Health and Benefit Fund Plan booklet (Policy #80464) dated April 1, 2021 and any new benefits that are added to the Plan.
- (c) The Employer shall continue to provide all eligible employees covered by this Collective Agreement, the same level of the Employee and Family Assistance Program (EFAP as set out under BCRCC PBC (Policy #80251)
- (d) The PBC Extended Health Benefit Fund Plan shall be made available to all eligible employees.
- (e) All premium costs associated with the foregoing shall be fully borne by the Employer.

### **8.03** Changes to the Benefit Plans

- a) No change shall occur to the coverage provided to employees under the BCRCC PBC Health and Benefit Fund Plan booklet (Policy 80464) dated April 1, 2021 without the express written agreement of the Union.
- b) If the Employer proposes to change carriers for any part or element BCRCC PBC Health and Benefit Fund Plan booklet (Policy), 80464) dated April 1, 2021. it shall be subject to the following conditions:
  - i. benefit coverage in the new plan must be equal to or greater than existing coverage;
  - ii. the Union must agree to the change (after a review of all relevant documents.); and
  - iii. the Union and the Employer will discuss improving coverage if a switch in carrier would result in a substantial cost savings.

**8.05**

**Sick Leave**

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at their regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred (100) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave. Those with more than 100 days in their sick leave bank shall keep those days but shall not earn more days if over 100 days.
- (b) Part-time sick leave will be calculated on a pro-rated basis of three (3) days, twenty-one (21) hours or less a week.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement, layoff or voluntary termination fifty (50%) percent of the unused portion of their sick credits. Employees terminated by the Employer got just cause shall not be paid the unused sick leave credits.
- (d) The unused portion of sick leave accumulation paid to employees per Article 8.05(c) shall not apply to employees hired after April 10, 2025.

**8.06**

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

## ARTICLE 9 - LEAVES OF ABSENCE

### 9.01 Pregnancy Leave

- a) Basic Leave Entitlement – On written request, an employee who is pregnant shall be granted a leave of absence to a maximum of seventeen (17) consecutive weeks without pay in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.
- b) An employee who requests leave under this Article after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks unpaid leave.
- c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, they unable to return to work when their leave ends under (a) or (b).
- d) A request for leave must:
  - i. Be given in writing to the Employer
  - ii. If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and;
  - iii. If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (c).
- e) Continuation of Benefits – An employee while on pregnancy leave, including the basic leave period and any extension thereto, as specified under 9.03, shall be entitled to continued full benefit plan coverage and benefits under this Agreement.
- f) Notice of Return to Work – An employee on pregnancy leave, who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of their intent to return to work, whichever is the earlier date.

### 9.02 Parental and Adoption Leave

‘Parent’ includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

- a) On written request, an employee shall be granted a leave of absence without pay for parental reasons as follows:

- i. For a birth mother who does not take maternity leave and for other parents, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks of that event.
  - ii. For an adopting Parent, up to sixty-two (62) consecutive weeks unpaid leave beginning within seventy-eight (78) weeks after the child is born or comes into the employee's custody, care, and control for the first time.
- b) An employee shall be entitled to extend the parental leave (including adoption leave) by up to an additional five (5) consecutive 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.
- c) An employee shall request parental, and adoption leave at least four (4) weeks in advance of the date of commencement of the leave.
- d) Continuation of Benefits- An employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

#### 9.03 Bereavement Leave

An employee shall be granted up to five (5) working days paid leave in case of death of a parent, spouse, common-law spouse, same-sex spouse, siblings, step-siblings, child, stepchildren, (including foster child or child under guardianship), parent-in-law, sibling-in-law, child-in-law, grandparent or grandchild, step grandparents, grandparents-in-law, or spouse's grandchildren. The definition also includes those who are considered a family member, whether or not they are related by blood, adoption, marriage, or common law relationship. (For the purpose of this Article "parent" shall include foster parent.) An additional two (2) working days paid will be provided if an employee needs to travel.

- a) Additional leave without pay in excess of five (5) days is subject to the approval of the Employer, and such approval shall not be unreasonably denied.
- b) Such leave of absence will not be charged against sick leave, holiday entitlement, vacation entitlement or other accrued time off.
- c) To attend a funeral, employee shall be granted one (1) day without pay to attend as a mourner or pallbearer.

#### 9.04 Court Leave

- a) Leave of absence with pay shall be given to every employee who is required:
  - i. The selection for and/or services on a jury: or
  - ii. By subpoena or summons to attend as a witness in any proceeding.

- b) An employee summoned to Court Leave as set out in Article 9.04 (a)(i) shall be paid wages amounting to the difference between the amount paid them for court service and the amount they would have earned, had they worked on such days. Employees on Court Leave shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Court Leave 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 workday. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

9.05 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo a medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another, shall be granted a leave of absence without loss of service or seniority. Employees granted such leave shall be entitled to weekly indemnity plan benefit. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

9.06 Domestic or Sexual Violence and the Workplace

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work and agrees to the following, as contemplated in the *Employment Standards Act* "Leave respecting domestic or sexual violence" Section.

(1) In this section:

"Child" means a person under 19 years of age;

"Domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,

- a) Physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- b) Sexual abuse by any person,
- c) Attempts to commit
  - i. Physical abuse by an intimate partner or by a family member, or
  - ii. Sexual abuse by any person, and

- d) Psychological or emotional abuse by an intimate partner or by a family member, including
  - i. Intimidation, harassment, coercion, or threats, including threats respecting other persons, pets, or property,
  - ii. Unreasonable restrictions on, or prevention of, financial or personal autonomy,
  - iii. Stalking or following, and
  - iv. Intentional damage to property;

"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;

"Family member" means any of the following:

- a) With respect to a person,
  - i. The spouse, child, parent, guardian, sibling, grandchild, or grandparent of the person, or
  - ii. An individual who lives with the person as a member of the person's family;
- b) Any other individual who is a member of a prescribed class;

"Intimate partner" means, with respect to a person, any of the following:

- a) An individual who is or was a spouse, dating partner or sexual partner of the person;
- b) An individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

(2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:

- a) An intimate partner of the child;
- b) A family member of the child.

- (3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
- a) 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;
  - b) To obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
  - c) 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;
  - d) To temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
  - e) 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;
  - f) Any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to
- a) Up to 5 days of paid leave,
  - b) Up to 5 days of unpaid leave, and
  - c) Up to 15 weeks of additional unpaid leave.
- (4.1) A leave under subsection (4) (a) or (b) may be taken by the employee in one or more units of time.
- (5) A leave under subsection (4) (c) may be taken by the employee in
- a) One unit of time, or
  - b) More than one unit of time, with the Employer's consent.
- (5.1) Subject to subsection (5.2), the Employer must pay an employee who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay determined by the formula

$$\text{amount paid} \div \text{days worked}$$

Where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

- (5.2) The Employer must pay an employee in a prescribed circumstance who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated in accordance with the regulations.
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.
- (7) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.
- (8) Further to the above, the Employer agrees that requests for sick leave, vacation, and any other paid leaves of absence submitted by an employee in order for them to deal with issues related to the foregoing shall not be unreasonably denied.
- (9) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic or sexual violence should be kept confidential.

#### 9.07 Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

- a) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- b) An employee while on Compassionate Care Leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

If changes to the Employment Standards Act result in a reduction of any entitlement listed above, the language in the collective agreement shall prevail.

#### 9.08 Voting Leave

Any employee who is eligible to vote in any Federal, Provincial, Municipal, First Nations or other Aboriginal election(s) or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

“First Nation” for the purposes of this Agreement, is any Indian Band Council duly constituted under the federal Indian Act or an Indigenous, Inuit or Metis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.

In the event there is not a four (4) hour work free period during voting hours then the Employer will ensure the Employee has four (4) hours free from working during voting hours and will ensure that whatever work free time the Employer provides is paid at the Employee’s regular rate of pay. The time off may be at the beginning or end of an employee’s shift.

#### 9.09

##### Leave of Absence Without Pay

- a) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Where possible, leave of absence should be requested in writing at least three (3) weeks before leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- b) In the event a leave of absence exceeds one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

#### 9.10

##### Leave for Ceremonial and Traditional Indigenous Practices

- a) A self-identified indigenous employee is entitled to and shall be granted leave of absence without pay from employment for up to five (5) days every calendar year, in order to enable the employee to engage in traditional indigenous practices, including, but not limited to:
  - i) Hunting;
  - ii) Fishing;
  - iii) Harvesting;
  - iv) spiritual traditions, and;
  - v) attend indigenous cultural event(s).
- b) The leave of absence may be taken in one or more periods. These days must be taken as full days.

**9.11**

**Unpaid Leaves for Election Campaigns**

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, or for an Indigenous governing body, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the employee, all health, welfare, and statutory benefits. The employee shall reimburse the Employer for the cost of the benefits maintained.

For employees elected to a public office the Employer shall grant, on written request, leave of absence without pay.

## **ARTICLE 10 - SENIORITY**

- 10.01 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.
- 10.02 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 10.03 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period as set out in Article 11.
- 10.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 10.05 Part-time regular employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 10.06 Employees on approved leave of absence on Union business, Pregnancy/Parental/Adoption leave or sick leave/extended sick leave, will continue to accrue seniority.
- 10.07 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

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

### **11.01 Vacancies**

- a) Before hiring new employees, providing qualified employees are available to fill the vacant positions, taking into account factors such as qualifications, skill, ability, employee records, and previous relevant experience, the Employer shall fill vacancies in the following order
  - i. the recall list;
  - ii. from within the employer's existing employee pool.
- b) The vacant position will be posted for a minimum of five (5) working days. The job posting shall contain pertinent details including but not limited to
  - i. the job title,
  - ii. job description,
  - iii. rate of pay,
  - iv. qualifications
  - v. closing date of competition, and;
  - vi. work location, in the event a position must be done in a particular work location, the Employer must identify this on the posting.
- c) Consideration will be given to employees at the other employer locations if there is ability for them to perform the job at their current location without relocating.
- d) If the vacancy is not filled as set out in a), Article 2 shall apply (Union Security).

### **11.02 Promotions**

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

### **11.03 Reduction of Staff**

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

### **11.04 Layoff**

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

1. The employee with the least amount of seniority in an affected category will be the first laid-off from that job;
2. The laid off employee may elect placement rights into any vacancy in their former job classification or into a vacancy of a similar classification for which the employee is qualified; or
3. May displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs, as a result of such bump-back procedure, shall have the right to the provisions noted above.

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

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

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

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

11.07

- (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one weeks' wages as compensation for length of service.
- (b) The employer's liability for compensation for length of service increases as follows:
  - (i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
  - (ii) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional weeks' wages for each additional year of employment, to a maximum of ten (10) weeks' wages.
- (c) The liability is deemed to be discharged if the employee:
  - (i) is given written notice of termination as follows:
    - a) one (1) weeks' notice after three (3) consecutive months of employment;
    - b) two (2) weeks' notice after twelve (12) consecutive months of employment;

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

#### 11.08 Recall Period

Any full time regular or part time regular employee with three (3) 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. Notice of recall for placement interview purposes shall be made personally or via email. Should the employee fail to respond to the notice within five (5) working days, unless such time is extended by the Employer, the employee's name shall be dropped from the recall list. A copy of such notice shall be sent to the Union. The laid off employee is responsible for providing the appropriate Employer contact with their current mailing address, email address and telephone number.

#### 11.09 Recall to work

- a) Recall to the regular job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on).
- b) Recall to other regular positions shall be limited to jobs which are of equal or lower job group to the job from which the employee was last laid off.
- c) Recall shall be made on the basis of qualifications, skill, ability, employee records, and previous relevant experience.

## **ARTICLE 12 - JOB CLASSIFICATION**

12.01 Any position not covered by Appendix "A" or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure as defined in Article 14 of this Agreement.

For all employees: "An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification; shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (1/2) day."

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

- 13.01 All grievances and complaints resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner:
- (a) Should an employee have a complaint, the employee and/or a Union representative shall discuss the complaint with the appropriate immediate supervisor or manager. A Union representative may discuss the complaint with other management personnel and/or employees as they may deem appropriate in the circumstances. Failing a resolution of an employee's complaint, the matter may be initiated and processed as a grievance under this Article.
- (b) The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievances or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative(s) of the Union, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.
- 13.02 Any grievance must be filed within ten (10) working days of the employee's awareness of the circumstances giving rise to the grievance, or after it is determined the parties are unable to resolve the complaint, unless circumstances beyond the control of the aggrieved employee prevents such filing.
- 13.03 If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Job Steward or Union Representative(s) of the Union, and if the matter is not dealt with under Alternate Dispute Resolution under Article 14 then the matter will then be referred to the Board of Arbitration procedure outlined in Article 15 of the Agreement. The time limits herein set forth may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 14 - ALTERNATE DISPUTE RESOLUTION**

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

1. Should either party seek a third party “non-binding option”, upon agreement of the other party to adopt this process, the parties agree to exchange a brief written statement including the following:
  - a) a summary of the grievance
  - b) the alleged violation of the collective agreement, and;
  - c) the remedy sought.
2. Such written statement will be referred to a mutually agreed upon Mediator for mediation, who can have the ADR heard within 90 calendar days and will produce and a non-binding recommendation to settle the grievance.
3. The parties may provide to the Mediator above, an Agreed Statement of Facts.
4. The Mediator’s recommendations will be issued within two (2) weeks of the Mediation.
5. The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
6. The Mediator’s recommendations will be without prejudice and will have non-precedential value in any other proceeding.
7. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
8. The cost of the Mediator’s intervention will be shared equally by the parties.
9. The continued credibility of the process depends upon both parties recognizing the scope of the Alternate Dispute Resolution process.

## **ARTICLE 15 - ARBITRATION**

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

## **ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY**

### **16.01 Statutory Compliance**

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

## **ARTICLE 17 - JOB STEWARDS and UNION REPRESENTATIVES**

17.01 The Employer recognizes the Union's right to select Job Stewards to represent employees in matters pertaining to this Agreement.

The Union agrees to provide the Employer with a list of the employees designated as Job Stewards and to notify the Employer immediately in writing of any changes in the designation.

17.02 The Job Stewards shall be recognized by the Employer and shall not be discriminated against.

17.03 The Employer shall provide a Job Steward with sufficient time to carry out their duties.

The Job Stewards will obtain the permission of their immediate Supervisor before conducting the duties of a Job Steward. Permission to perform the duties during working hours as a Job Steward will be mutually agreed to with the Employer and such permission will not be unreasonably withheld.

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

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

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

17.05 Time off Work for Other Union Business (unpaid)

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

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

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

Union Business at the workplace may include but is not limited to:

- a) Employee Introduction: this includes addressing new employees at basic or localized training sessions in order to cover the following:

- i. introduction to the Union Officers with whom the employee will be coming in contact;
- ii. objectives of the Union's constitution;
- iii. outline of the Union's structure and history;
- iv. application of the Collective Agreement;
- v. government legislation applicable to Union operation;
- vi. question and answer period.

Such presentation will be scheduled for a maximum duration of 45 minutes at a time mutually agreed to by the parties.

- b) Union Information Session: Following completion of their probationary period or in a reasonable time thereafter, in order to review the subjects covered above in employee Introduction. The session will be scheduled for a maximum period of two (2) hours. The Employer will determine the number of employees and the date & time for each Session, based on operational requirements and in agreement with the Union.

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

#### 17.06 Appointed or Elected Positions

- a) Employees who are acting as full-time officers or employees of the Union, or who are appointed to positions with MoveUP, (Canadian Office and Professional Employees' Union, Local 378) will be placed on Leave of Absence, for a maximum of one (1) calendar year, with the time involved considered as service with the Employer. Such Leave, once approved, shall not be interrupted by the Employer during the approved period of the leave. On conclusion of such Leave of Absence, employees will return to the positions they previously held, unless the employee has been the successful applicant for another job during the period of the leave, in which case the employee shall be placed in the new job.
- b) Employees who are elected to positions with MoveUP, (Canadian Office and Professional Employees' Union, Local 378) will be placed on Leave of Absence, for a maximum of three (3) calendar years, with the time involved considered as service with the Employer. Such leave, once approved, shall not be interrupted by the Employer during the approved period of the Leave. On conclusion of such Leave of Absence, employees will return to the positions they previously held, unless the employee has been the successful applicant for another job during the period of the leave, in which case the employee shall be placed in the new job.

17.07 Trainee Union Representatives

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the forgoing paragraph, subject to the following conditions:

- a) The time of the leave will be subject to departmental operating considerations;
- b) The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

## **ARTICLE 18 – PERSONAL RIGHTS**

### **18.01 Legislation**

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

### **18.02 Non-Discrimination**

Neither the Union nor the Employer in carrying out their obligations under the Agreement shall discriminate in the matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, ethnic origin, colour, creed, national origin, Indigenous status, ancestry, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, association or relationship with a person identified by one of the above grounds, perception that one of the above grounds applies.

### **18.03 Respectful Workplace – Personal/Sexual Harassment**

The Union and the Employer recognize the right of Employees to work in an environment which shows respect for an employees' health, safety, and physical well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of an employee or deteriorate the work environment. Accordingly, the harassment of any employee is prohibited.

## **ARTICLE 19 – DISCIPLINE AND DISSMISSAL**

### **19.01 Just Cause**

No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for their actions on behalf of the Union. The burden of proof of just cause shall rest with the Employer.

### **19.02 Union Representation**

An employee who is subject to discipline or dismissal shall have the presence of a union representative to act on their behalf. Where possible and appropriate, a job steward will attend. In the event a job steward is not available, or it is not appropriate to have the job steward attend, a Union Representative from MoveUP will be made available.

### **19.03 Notice**

Beyond a verbal warning, the Employer shall provide an employee with a written warning stating the disciplinary action to be taken, and the reasons for this action. The Union office will receive a copy of this written notice.

### **19.04 Employee Personnel Files**

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 shall be entered into an employee's file without the employee's knowledge.

Letters or details related to complaints, reprimands or discipline involving an employee which are more than 12 months old shall not be considered in any assessment of the employee's record and shall thereafter be removed, provided there has not been a further infraction of the same nature.

## ARTICLE 20 – TRAINING

20.01 The Parties recognize the benefits of a well-trained and knowledgeable workforce and acknowledge the organizational and individual benefits to be obtained through additional training.

(a) Where an employee desires to further their knowledge in their field of work by taking related courses, the Employer agrees to assist them with such training when they comply with the following procedure:

- i. Submits an application for tuition refund at least four (4) weeks prior to the commencement of the course;
- ii. Receives the approval of the Regional Manager or designate before proceeding to take such course;
- iii. Satisfactorily completes such course.

(b) Reimbursement for training and required textbooks will be made by the Employer up to \$500.00 per calendar year after the employee provides satisfactory evidence of successful completion of the course.

(c) Such courses must be taken during the employee's non-working hours.

## **ARTICLE 21 - DURATION**

- 21.01 This Agreement will be in full force and effect on and after the 1st day of August 2024, to and including the 30<sup>th</sup> day of April 2028.
- 21.02 Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. If notice is not given by either party 90 days or more before the expiry of the agreement, both Parties are deemed to have given notice under this section 90 days before the expiry.
- 21.03 Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised agreement.
- 21.04 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia.

**IN WITNESS WHEREOF**, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this 7th day of April, 2026.

**SIGNED ON BEHALF OF THE**  
Carpenters' Regional Council

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

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Kurt Kushaba  
Regional Manager

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Daniel Storms  
Union Representative

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Greg Fingas  
Legal Counsel

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Merissa Cox  
Job Steward

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Samantha Okabe  
Director of Human Resources

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Abrianna Bono  
Human Resources

E&OE  
DS:vs usw2009

## **APPENDIX "A"**

### **CLASSIFICATIONS & WAGE RATES**

#### **PART 1 – WAGES**

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

#### **PART 2 – JOB DESCRIPTIONS**

##### **CATEGORY 4:**

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

##### **CATEGORY 3:**

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

##### **CATEGORY 2:**

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

##### **CATEGORY 1:**

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

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

## APPENDIX "A"

### CLASSIFICATIONS & WAGE RATES

|                       | Category/Class |                        |                   |                       |                        |
|-----------------------|----------------|------------------------|-------------------|-----------------------|------------------------|
| <b>August 1, 2024</b> | <b>2.00%</b>   | <b>Part-time /Temp</b> | <b>Start Rate</b> | <b>After 6 months</b> | <b>After 12 months</b> |
| <u>Category</u>       | 1              | <u>\$34.48</u>         | <u>\$33.54</u>    | <u>\$34.00</u>        | <u>\$34.48</u>         |
| <u>Category</u>       | 2              | <u>\$36.09</u>         | <u>\$35.14</u>    | <u>\$35.65</u>        | <u>\$36.09</u>         |
| <u>Category</u>       | 3              | <u>\$39.76</u>         | <u>\$38.73</u>    | <u>\$39.26</u>        | <u>\$39.76</u>         |
| <u>Category</u>       | 4              | <u>\$41.40</u>         | <u>\$40.33</u>    | <u>\$40.87</u>        | <u>\$41.40</u>         |

|                       | Category/Class |                        |                   |                       |                        |
|-----------------------|----------------|------------------------|-------------------|-----------------------|------------------------|
| <b>August 1, 2025</b> | <b>2.50%</b>   | <b>Part-time /Temp</b> | <b>Start Rate</b> | <b>After 6 months</b> | <b>After 12 months</b> |
| <u>Category</u>       | 1              | <u>\$35.34</u>         | <u>\$34.38</u>    | <u>\$34.85</u>        | <u>\$35.34</u>         |
| <u>Category</u>       | 2              | <u>\$36.99</u>         | <u>\$36.02</u>    | <u>\$36.54</u>        | <u>\$36.99</u>         |
| <u>Category</u>       | 3              | <u>\$40.75</u>         | <u>\$39.70</u>    | <u>\$40.24</u>        | <u>\$40.75</u>         |
| <u>Category</u>       | 4              | <u>\$42.44</u>         | <u>\$41.34</u>    | <u>\$41.89</u>        | <u>\$42.44</u>         |

|                       | Category/Class |                        |                   |                       |                        |
|-----------------------|----------------|------------------------|-------------------|-----------------------|------------------------|
| <b>August 1, 2026</b> | <b>2.50%</b>   | <b>Part-time /Temp</b> | <b>Start Rate</b> | <b>After 6 months</b> | <b>After 12 months</b> |
| <u>Category</u>       | 1              | <u>\$36.22</u>         | <u>\$35.24</u>    | <u>\$35.72</u>        | <u>\$36.22</u>         |
| <u>Category</u>       | 2              | <u>\$37.91</u>         | <u>\$36.92</u>    | <u>\$37.45</u>        | <u>\$37.91</u>         |
| <u>Category</u>       | 3              | <u>\$41.71</u>         | <u>\$40.69</u>    | <u>\$41.25</u>        | <u>\$41.71</u>         |
| <u>Category</u>       | 4              | <u>\$43.50</u>         | <u>\$42.37</u>    | <u>\$42.94</u>        | <u>\$43.50</u>         |

|                       |              |                        |                   |                       |                        |
|-----------------------|--------------|------------------------|-------------------|-----------------------|------------------------|
| <b>August 1, 2027</b> | <b>2.50%</b> | <b>Part-time /Temp</b> | <b>Start Rate</b> | <b>After 6 months</b> | <b>After 12 months</b> |
| <u>Category</u>       | 1            | <u>\$37.13</u>         | <u>\$36.12</u>    | <u>\$36.61</u>        | <u>\$37.13</u>         |
| <u>Category</u>       | 2            | <u>\$38.86</u>         | <u>\$37.84</u>    | <u>\$38.39</u>        | <u>\$38.86</u>         |
| <u>Category</u>       | 3            | <u>\$42.75</u>         | <u>\$41.71</u>    | <u>\$42.28</u>        | <u>\$42.75</u>         |
| <u>Category</u>       | 4            | <u>\$44.59</u>         | <u>\$43.43</u>    | <u>\$44.01</u>        | <u>\$44.59</u>         |

E&OE. DS:vs usw2009

## LETTER OF UNDERSTANDING

**BETWEEN:**

**CARPENTERS REGIONAL COUNCIL  
(BCRCC)**

(the “Employer”)

**AND:**

**MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES;  
UNION, LOCAL 378)**

(the “Union”)

(CRC Health and Benefit Plan – Hour Bank)

The Parties agree to the following:

1. This Letter of Understanding covers MoveUP members, Merissa Cox, Shelley Alderman, Debbie Higgins, Tanya Khanderia, Jasmine Sahib, and Patricia Tromp, working for the Carpenters Regional Council, and certified under the MoveUP/ Carpenters Regional Council Collective Agreement.
2. The Parties agree the MoveUP/Carpenters Regional Council (CRC) Collective Agreement – Article 8 will be varied.
  - a. Clause 8.03 of the MoveUP/CRC agreement will be varied as follows:
    1. Members who carry an hour bank in the Carpenters Benefit Plan as of April 1, 2021 and after all adjustments are made to include all earned benefits up to and including December 31, 2021, shall have their hour bank frozen at 780 hours.
    2. Upon death, termination of employment, or a time the member is no longer covered under the Employers benefit plan, members covered by this Letter of Understanding, shall be placed back onto the Carpenters Benefit Plan #77643, and their benefits will continue by drawing down on their hour bank.
    3. Members will not be required to pay union dues or become a member to the Carpenters Union.
    4. This Letter of Understanding shall remain in effect until all eligible members have exhausted their hour bank.
    5. Upon the negotiations of each new Collective Agreement between the CRC and MoveUP, this Letter of Understanding will be revised removing members who have depleted their hour bank.

Signed this 7<sup>th</sup> day of April, 2026

On behalf of CRC

On Behalf of MoveUP

“original signed”

authorized signatory for the Employer

“original signed”

authorized signatory for the Union

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Collective Agreement: MoveUP (Canadian Office and Professional Employees Union Local 378) and Carpenters Regional Council

Term: August 1, 2024 to April 30, 2028