

COLLECTIVE AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 155
(hereinafter referred to as the "Employer")



And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378
(hereinafter referred to as the "Union")



April 1, 2019 to March 31, 2024

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1st DAY OF APRIL, 2019.

BETWEEN: **TEAMSTERS LOCAL UNON NO.155**

(hereinafter referred to as the Employer)
PARTY OF THE FIRST PART

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

(hereinafter referred to as the Union or "MoveUP")
PARTY OF THE SECOND PART

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – BARGAINING UNIT and RECOGNITION

2.1

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, hereinafter referred to as "MoveUP" or "The 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 officers, business agents or representative of the Employer, or any excluded employees.

ARTICLE 3 – UNION SECURITY

3.1

The Employer agrees that all employees shall maintain Union membership in MoveUP as a condition of employment.

3.2

The Employer agrees to advise the Union office when requesting the Union to supply competent office workers. Union members in possession of paid-up Union book or card will be given first consideration, provided that they are referred by the Union within three (3) days of the Employers request.

It is understood that employees hired elsewhere will join the Union within fifteen (15) days, and remain a member of the Union in good standing, as a condition of continuing employment.

3.3

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.

3.4 Assignments of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

Employee I.D. number

- a) Name – address
- b) Monthly salary
- c) Amount of dues deducted
- d) Job classification
- e) Employee status
- f) Date of hire
- g) Work location
- h) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

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

- a) New hires
- b) Terminations
- c) Promotions
- d) Demotions
- e) Lateral moves
- f) Salary revisions
- g) Address and name changes
- h) Employees on extended leave of absence
- i) Acting pay appointments
- j) Overtime worked
- k) Telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted
- l) Seniority

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15th) 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 have been made and the purpose of the deduction and the amount in each case.

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

ARTICLE 4 – THE RIGHTS of the EMPLOYER

4.1

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 Articles 18 and 19.

ARTICLE 5 – DEFINITION of EMPLOYEES

5.1 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for their first Five Hundred Twenty-Eight (528) hours of their employment. The employee will be provided with an Interim Written Evaluation and a final review during the probationary period. After the employee has worked for Five Hundred Twenty-Eight (528) hours, an employee will become regular. A temporary employee transferred to, or retaining regular status, will not be required to serve a further probationary period beyond the first Five Hundred Twenty-Eight (528) hours of employment.

During the probationary period, the Employer shall pay a probationary employee's contribution to the Canada Pension Plan.

The Parties confirm and agree that probationary employees are not entitled to the benefits covered by the language of Articles 8.3 (Floating Holidays); 9.5 (2% Vacation Bonus); 10.2 (Bereavement Leave); 10.6 (Jury Duty Pay); 11 (Sick Leave); 11.2 and Appendix "C" (Health & Welfare Plan); 11.4 (Pension Plan); 11.5 (E.I. Premium Reduction); 11.6 (Savings Plan) and 23.1 (Eye Examinations), of the collective agreement during their probationary period.

5.2 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.

5.3 Regular Part-Time

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

- a) Sick leave entitlement shall be on a pro-rata basis consistent with the time employed.

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

5.4 Temporary

A temporary employee is one so informed by the Employer at the start of employment.

Temporary employees are those employees hired as direct replacements for employees off for any reason not to exceed ninety (90) calendar days worked. A temporary employee transferred to or attaining regular status will have their seniority recognized as the date of hire.

5.5 Casual

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 they are employed, unless the employee of their own volition desires to work less than four (4) hours.

5.6

The Employer or a designated Representative shall make known to the employees their duties within the recognized job description(s), and from whom they shall receive instructions as to the Employer's policies and procedures.

ARTICLE 6 – UNION REPRESENTATION

6.1

The Employer shall recognize the Representative(s) selected by the Union for the 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.

6.2

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 appropriate time for such contact before meeting the employees.

6.3

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.

6.4

The job steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

6.5

All conversations between job stewards and grievors pertaining to terms and conditions of employment or pertaining to any matter in the collective agreement shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between job stewards and members.

6.6

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, subject to notification of the Employer which will not be unreasonably denied.

6.7

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.

6.8 Union Leave

- a) An unpaid leave of absence may be requested by the Union for an employee to serve or work on behalf of the Union. The granting of such leave without pay will not be unreasonably withheld by the Employer.
- b) Employees elected or appointed to a full time office of the Union shall be granted a leave of absence without pay for the period during which the employee is elected or appointed to hold office.
- c) 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.
- d) Employees on such leave, will participate in the Health and Welfare plans provided by the Union.
- e) Employees on leave to work on behalf of 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 their classification assuming the employee had never left the employment of the Employer.

6.9 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, reimbursed by the Union, 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

The ~~Company~~ Employer agrees that employees, who are elected, appointed, or selected as delegates to attend union or labour conventions shall be granted leave of absence without pay for the purpose of attending such conventions provided reasonable notice is provided to the Employer.

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 work 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 article, 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.

ARTICLE 7 – HOURS of WORK and OVERTIME

7.1 Dispatchers

The Employer retains discretion to establish the number of dispatchers required and the hours of shift coverage required for operational needs.

Within the foregoing parameters, master work schedules, whenever possible may be determined by mutual agreement between the Employer and the employees at the local level.

- a) A work week is defined as being from Saturday to Friday.
- b) Hours of work for a regular full-time dispatcher shall be (8) hours per day, five (5) days per week, between the hours of 07:00 hours and 22:00 hours, Monday to Friday.
- c) Hours of work for regular part-time dispatcher shall be between 07:00 hours and 22:00 hours, Saturday through Friday.
- d) There shall be no split shifts.
- e) All employees shall have two consecutive days off in a work week.
- f) Whenever possible the Employer agrees to maximize employee's hours to achieve and maintain full time employment.
- g) It is agreed that dispatchers will do clerical work from time to time as outlined in Appendix B.

7.2 Office Staff

A work week for office staff shall be forty (40) hours, eight (8) hours per day, five (5) days a week.

- a) Hours of work for regular full-time office staff shall be eight (8) hours per day, five (5) days per week, between the hours of 08:30 hours and 16:30 hours, Monday to Friday.
- b) Hours of work for regular part-time office staff shall be between 08:30 hours and 16:30 hours, Monday to Friday.
- c) There will be no split shifts.

7.3 Meal Period

Except where the employee and Employer agree to a longer lunch period, a one-half (1/2) 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.

7.4 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.

7.5 Overtime Premiums

All time worked before or after the regularly established working day or in excess of eight (8) hours per day, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

7.6 Statutory Holiday Pay

All time worked 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 (200%) percent of the employee's pro-rated hourly rate.

7.7 Weekends

Overtime does not apply to regular hours of work on Saturday and Sunday if those are regularly scheduled days of work.

7.8

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.

7.9

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 overtime rates, provided the employee reports for such work.

7.10

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) day's notice is given. Employees requested to work beyond their regular emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period, shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.3, shall be separate and apart from the above premium provisions.

7.11

Overtime shall be on a voluntary basis, and all things being equal, shall be offered on the basis of seniority between all members of the staff who regularly perform the duties required. If no employees volunteer, the Employer may assign such overtime to employees by reverse seniority.

7.12

For the purpose of equalizing opportunity to perform required overtime work, the Employer shall post and maintain appropriate lists of employees in order of seniority.

7.13 Time Off in Lieu

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. Any overtime that is banked as overtime shall be paid out at the rates agreed to above in Article (s) 7.5 and 7.6 if not used within six months.

7.14

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

7.15 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

- a. Requests are made in writing one week prior to the proposed shift exchange; and
- b. Prior approval of such exchange is given by employee's immediate supervisor and the Employer; and
- c. An employee moving to the exchanged shift is entitled to all benefits of this collective agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

*NOTE: In order to facilitate the implementation of the foregoing provision the Employer agrees it will implement a one (1) week delay in payroll cut-off.

7.16 Performance of Bargaining Unit Work

The current practice of excluded management performing bargaining unit work outside regular hours and providing relief coverage where no bargaining unit personnel are available, or covering on an emergency basis, shall continue.

ARTICLE 8 – STATUTORY HOLIDAYS

8.1

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

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

8.2

Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted, and overtime rates will not prevail for the work performed on Easter Monday. Should the Employer however, request the employee to work on the agreed day off, then overtime rates shall apply.

8.3 "Floating" Holiday

In addition to the holidays stipulated in Article 8.1 above, upon completion of three (3) month's service, each employee shall be entitled to one (1) paid holiday in each year of service thereafter. This will be known as a "floating" holiday to be taken at a time mutually agreeable to the Employer. Notwithstanding Article 9.1 (d) employees may elect to use this floating holiday as an extension on scheduled holidays, as a single day.

8.4

In the event any of the holidays enumerated in the foregoing Article 8.1, occur during the period of an employee's vacation, an additional day's vacation with pay, shall be allowed for each holiday so occurring.

ARTICLE 9 – ANNUAL VACATIONS

9.1

- a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days

which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

- c) If an employee is absent from work for more than five hundred (500) hours in a service year, the employee may be paid at the respective percentage of gross earnings. Notwithstanding the above, if the employee has been paid for one thousand (1,000) hours other than for sick leave, wage indemnity, or long-term disability, the employee shall be deemed to have completed the year.
- d) Vacation leave must be taken in blocks of a minimum of five (5) day, unless agreed to otherwise by the Employer. The Employer will not unreasonably deny such a request.

If an employee takes vacation leave during a week in which a flex day falls, the employee will take vacation leave for the flex day, and will be paid an extra day's pay as a result thereof.

9.2

Each employee who completes five (5) years service, shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate, or eight (8%) per cent of gross earnings for the period in which vacation was earned, whichever is greater.

9.3

For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

9.4

Payment for vacation entitlements outlined in Article 9.3 above shall be:

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

9.5

On December 31st of each year, an employee shall receive a vacation bonus of two per cent (2%) of gross earnings earned in the preceding twelve (12) months. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. By December 1st of each calendar year, employees will advise the Employer what portion if any of the vacation bonus they choose to take as time off. Upon termination, an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

9.6

Senior employees shall be given preference in the selection of vacation periods. Dispatchers are subject to a limitation of their first choice of vacation time: prime time (July 1 to Labour Day, Spring Break and Christmas to New Year's Day) is limited to three (3) weeks subject to operational requirements until all other dispatchers have exercised their election of first choice of vacation time.

9.7 Past Service Credits

Any employee re-entering employment with the Employer, will receive credit for past service in determining their vacation entitlements after completing two (2) full calendar years after re-entry, providing such employee's re-entry occurs within two (2) years of the original separation. This provision shall not apply to employees who left prior to April 1st, 1978.

ARTICLE 10 — LEAVE of ABSENCE

10.1

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

10.2 Bereavement Leave

For the purpose of this Article, immediate family of the employee is defined as father, mother, father-in-law, mother-in-law, brother, sister, spouse, son, daughter, step-child, grandparents and grandchildren.

- a) In cases of death in the immediate family, an employee shall be granted up to five (5) working days' leave of absence leave with three (3) days of paid leave and two (2) days of unpaid leave; and,
- b) Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

10.3 Pregnancy and Parental Leave

For the purpose of this Article, "Spouse" includes common-law partner within the meaning of the Family Law Act. Pregnancy Leave will be granted in accordance with the appropriate Provincial and Federal Legislation. Seniority shall accrue during Pregnancy and Parental Leave.

10.4 Adoption

Adoption leave shall be granted in accordance with the Section 51 of the Employment Standards Act RSBC 1996.

10.5 Family Responsibility and Compassionate Care Leave

The Employer shall grant, upon request, unpaid Family Responsibility Leave and/or Compassionate Care leave in accordance with Section 52 and 52.1 of the current B.C. Employment Standards Act RSBC 1996.

10.6 Jury Duty

An employee summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in the office in one (1) day, shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

10.7 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 10.1 Leave of Absence, Article 11.1 Sick Leave or Article 11.3 extended sick leave of absence without pay depending on the employee's request and approval by the benefits provider.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's needs mindful of the requirements of all applicable legislation.

ARTICLE 11 – SICK LEAVE, WELFARE PLANS and PENSION PLAN

11.1 Sick Leave

- a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year, up to a maximum of forty-six (46) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. The Employer may also request a report from a qualified medical practitioner for any illness of three (3) days or less, if it appears that a pattern of absence is developing.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan, shall be paid by the Employer from the employee's accumulative "sick leave".

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.

- c) Any employee, upon retirement, shall be paid their unused portion of sick leave credits up to a maximum of twelve (12) days, at the employee's then current rate of pay.

11.2

The Union Health and Welfare Plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay one hundred per cent (100%) of costs for these plans, and they are as set out in Appendix "C" of this Agreement.

11.3

Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 11.1, 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.

11.4 Pension Plan

The Employer agrees to pay the employee's contribution to the Canada Pension Plan, and effective January 1, 1995, the Employer agrees to participate in the Teamsters (Local 213) Pension Plan and Trust Fund in accordance with the Agreement and Declaration of Trust dated the first day of May, 1971. The Employer has signed a participation agreement with the Trustees of the Plan.

The Employer shall make contributions to the Plan at the following rates per hour for each hour for which wages are payable:

<u>April 1, 2019 – March 31, 2020:</u>	<u>Six dollars and seventy cents (\$6.70) per hour</u>
<u>April 1, 2020 – March 31, 2021:</u>	<u>Six dollars and seventy-five cents (\$6.75) per hour</u>
<u>April 1, 2021 – March 31, 2022:</u>	<u>Six dollars and eighty cents (\$6.80) per hour</u>
<u>April 1, 2022 – March 31, 2023:</u>	<u>Six dollars and eighty-five cents (\$6.85) per hour</u>
<u>April 1, 2023 – March 31, 2024:</u>	<u>Six dollars and ninety cents (\$6.90) per hour</u>

Such contributions shall be submitted by the fifteenth (15th) day of the month following the month worked.

The benefits of the Teamsters (Local 213) Pension Plan shall be described in the Plan Text and the Plan Booklet provided to members of the Plan.

11.5 E.I. Premium Reduction

The five twelfths (5/12ths) E.I. Premium Reduction shall be paid back to the employee annually, where applicable.

11.6 Savings Plan

Regular employees and regular part-time employees shall have a Savings Plan. The Employer shall make contributions to the plan at a rate of fifty-six dollars (\$56.00) per month. The accumulated funds shall be paid out in December of each year as a lump sum payment equal to twelve (12) x fifty-six dollars (\$56.00) less statutory deductions. This payment will be done on a separate cheque from the regular paycheques.

ARTICLE 12 – WAGES

12.1

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 and the job descriptions as set forth in Appendices "A" and "B", which are attached hereto and made part of this Agreement.

12.2

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 an employee which may be in dispute, the matter may be submitted to the Arbitration procedure, as defined in Articles 18 or 19 of this Agreement.

12.3

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No Article 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. Nor can it be so construed, that any employee may not be given a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

12.4

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

12.5

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

12.6

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, except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week, or each month, the higher rate of pay shall apply as provided in Article 12.5, above.

12.7

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

12.8

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

ARTICLE 13 – SENIORITY

13.1

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.

13.2

Except as otherwise provided in this Agreement, a regular employee who leaves the bargaining unit and subsequently returns within two (2) years from the date of leaving and has five (5) years of continuous service may apply to have their seniority revised with the Union.

13.3

An employee laid-off and placed on the recall list under Article 14.6, will be credited with unbroken seniority upon recall within the recall period.

13.4

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.

13.5

Regular part-time employees will be considered as regular employees, and credited with seniority on a pro-rated basis consistent with the period employed.

13.6

When on approved leave of absence on Union business under Article 6.6; sick leave and extended sick leave under Article(s) 11.1 and 11.3, and Pregnancy and Parental Leave Article 10.3, an employee will continue to accrue seniority.

Employees granted extended leave of absence under Article 10.1, will be credited with accumulative seniority as defined in Article 13.7 below.

13.7

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.

13.8

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

ARTICLE 14 – PROMOTION, LAYOFF and RECALL

14.1 Vacancies

- (a) 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.
- (b) The various locals agree to post all vacancies in the different work locations of all the locals.
- (c) 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 the job title, job description, rate of pay, qualifications, and the closing date of the competition. A temporary position should include the start and end date.

14.2 Promotion

Promotions shall be made on the basis of seniority, ability and experience. In the event two or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected.

14.3 Layoff

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

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower labour grade with the least seniority in such classification, 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, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

14.4

All regular (i.e. permanent) employees shall be given, in writing, the following notice of layoff 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 weeks notice up to a maximum of eight (8) weeks notice.

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

14.5

Any regular full-time or part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

14.6 Recall

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

14.7

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.

14.8

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

15.1

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

15.2

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.

15.3

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

15.4

All members shall be required to use their Union Label.

15.5

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 as designated by the Union and the Union label shall remain the sole property of the Union.

15.6

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. Work in this regard includes any final draft copy and data base updating.

15.7

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).

15.8 Picket Lines

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 recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

15.9

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.

15.10 **Training**

The Parties recognize the benefits of a well-trained workforce and acknowledge the organizational and individual benefits to be obtained through staff training. Training shall be understood as an ongoing means of enabling employees to maximize their skills and abilities.

Employees wishing to obtain the ability or knowledge necessary to enhance their career or career advancement prospects with the Employer may be eligible for reimbursement of such training.

Employees shall submit requests for educational leave and/or assistance to their office manager for approval.

Employees are required to submit their current development plan and business case indicating the nature of the course or program of study, a written summary on how such a course will enhance your job skills and the amount of financial assistance requested, along with the required forms.

The Employer will review the requests and determine if the educational assistance will be awarded and the appropriate level of funding.

If education assistance is granted, reimbursement will be given upon successful completion of the course. This training will be on the employee's own time and will not be done during company hours.

ARTICLE 16 – DISCIPLINE, DISCHARGE and TERMINATION

16.1

It is hereby agreed that the Employer has the right to discipline and discharge for just cause. The Employer will provide the employee and the Union with a written statement, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge, within seventy-two (72) hours (excluding weekends and holidays). A designated representative of the Union must be present at all disciplinary and/or discharge meetings. Attendance at such meetings will be without loss of pay.

16.2

If a regular (i.e. permanent) employee is terminated, except as provided in Article 16.1 above, said employee shall receive two (2) weeks written notice immediately prior to the date of termination, or the equivalent in wages.

If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

16.3

If an employee resigns without giving two (2) weeks written notice, such employee shall forfeit all Welfare Plan benefits.

16.4

If upon joint investigation by the Union and the Employer, or by decision of the Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Arbitrator or pursuant to the mutual findings of the Union and the Employer, re-instated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

16.5

An employee whose employment is terminated by the Employer, as set forth in Article 16.1 above, shall be paid all vacation credits and salary due upon such termination of employment.

16.6 Personnel File

An employee shall be entitled to review their personnel file upon request and with reasonable notice and in the event of a grievance. Disciplinary action shall be removed from an employee's file after twenty-four (24) months provided the employee has been discipline-free for a twenty-four (24) month period.

ARTICLE 17 – TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY

17.1 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 procedure 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.

17.2

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

17.3

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list.

An employee on recall under this Article, shall receive all the benefits the employee had accrued during employment at the end of the recall period or at such earlier time as the employee may elect to terminate.

17.4

A specified extension of the recall period, where recall is applied under Article 17.3 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

17.5 Severance Pay

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business, shall receive severance pay. The amount of such severance pay shall be one (1) week for each year of service to a maximum of fifteen (15) weeks. Severance pay shall be payable to an employee immediately upon termination.

ARTICLE 18 – GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement, or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

INFORMAL STEP

Any grievance of any employee should first be taken up between such employee and the Employer. However, such employee will be entitled to be accompanied by a job steward or Union Representative.

If no settlement is reached and the Union wishes to pursue the grievance, they must then submit the grievance in writing.

Time Limit to institute grievance is fifteen (15) working days.

A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

A designated representative of the Union must be present at all steps of the grievance procedure. Attendance at such meetings, and reasonable time spent investigating the grievance or dispute will be without loss of pay.

STEP 1:

- a) The grievance shall be submitted, in writing, signed by the aggrieved employee, to the job steward, who will present such grievance or complaint to the Employer, within fifteen (15) working days after the incident. In offices where there is no job steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative. The grievance will identify the contractual provisions alleged to be violated, the facts underlying the grievance and the remedy sought.

STEP 2:

- a) A Step 1 meeting will take place within ten (10) working days after the employer has received the statement of grievance. The grievor shall be entitled to attend the Step 1 meeting if the employee elects.
- b) Unless the parties otherwise agree, the Employer will render a written decision to the Union within ten (10) working days after the step 1 meeting.

STEP 3:

If no agreement can be reached on the grievance or dispute within thirty (30) working days from the date it was first presented by the job steward or Union Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

ARTICLE 19 – ARBITRATION

If a grievance or dispute is not settled pursuant to the process in Article 18, above, either party may refer the matter to arbitration according to the procedure below:

- a) The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
- b) The Parties to the dispute will thereupon meet to decide upon an arbitrator.

Failing agreement on a suitable arbitrator within ten (10) calendar days of such notice or in the event one of the Parties declines the procedure, either party may apply to the director of the Collective Agreement Arbitration Bureau of the Labour Relations Board of British Columbia to appoint an Arbitrator.

- c) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and render an award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver an award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

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

ARTICLE 20 – EMPLOYMENT STANDARDS ACT

The employer agrees that any provision of the Employment Standards Act, RSBC 1996, c. 113 that are not specifically covered by this collective agreement, or which is superior to a provision of this collective agreement as it applies to a particular employee or group of employees, shall be deemed to be incorporated into this collective agreement for that particular employee or group of employees.

ARTICLE 21 – DISCRIMINATION / HARASSMENT

21.1

The Employer recognizes the right of employees to work in an environment free from personal harassment.

21.2

Personal harassment is defined by the Parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile or offensive work environment, and which may also constitute discrimination on the basis of any of the grounds prohibited under the Human Rights Code, RSBC 1996, c. 210.

21.3 Respectful Workplace

The Parties recognize the right of all employees to work in an environment which promotes respect, is free from all forms of harassment and supports the dignity, self-esteem and productivity of every employee. Any form of harassment of, or by, employees, customers, contractors, suppliers, or other individuals associated with the Company Employer while engaged in activities pertaining to the workplace will not be tolerated.

To that end, the Employer has adopted the Occupational Health and Safety (OHS) Policies of WorkSafeBC released on November 1, 2013 and has a written policy in place.

In the event the matter is not resolved in accordance to the above, the Union may raise a grievance at Step 3 within ninety (90) calendar days of the event(s) giving rise to the original complaint. Notice of any grievance will be given to the Respondent.

ARTICLE 22 – HEALTH and SAFETY

22.1 Eye Examinations

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

- (a) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once a year.

- (b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by Insurance.

22.2 New V.D.T. Equipment

The Employer will attempt to supply reasonable but adequate new equipment for operating work stations (e.g. adjustable work stations, detachable keyboards, etc).

22.3 Safe and Secure Workplace

The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace as required by Part 4 of the WorkSafeBC Regulations.

ARTICLE 23 – DURATION

23.1

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and that the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2019 and ending on March 31, 2024** and thereafter until terminated as follows:

Either party may at any time within 4 months immediately preceding the expiry date of this Agreement, give written notice of its intention to reopen or amend the Agreement on its expiry date. After the expiry date and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect until such revised Agreement is signed without prejudicing the position of the revised Agreement in making any matter retroactive to any date detailed in such revised Agreement.

Notwithstanding the paragraph above, the employees may strike, and the Employer may lock out after this Agreement expiry date, within the provisions of the legislation existing at the time as a part of the negotiating process in arriving at a new Agreement.

23.2 Incorporated Documents

All Memoranda or Letters of Understanding and Appendices attached to this Agreement shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

23.3 Severability

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement.

It is the express intention of the Parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

WITNESS WHEREOF the Employer and the Union have caused their proper Officers and Representative affix their hand this _____ day of _____, 2022.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part;

SIGNED on BEHALF of the UNION
Party of the Second Part;

<i>"original signed"</i>	<i>"original signed"</i>
<u>David Holm</u> - Secretary-Treasurer	<u>Phillip Bargaen</u> - Union Representative
<i>"original signed"</i>	<i>"original signed"</i>
<u>Gayle Antoshchuk</u> – Employer Representative	<u>Dawn Lentsch</u> - Bargaining Committee
	<i>"original signed"</i>
	<u>Casey Roberts</u> – Bargaining Committee

E&OE

APPENDIX "A"

SALARIES

Christine Radley shall be grandparented at the rate of \$33.29 per hour. This means that the above-named individual shall receive wage increases negotiated in future applied to the foregoing wage rate:

APPENDIX "A"

SALARIES – WAGE RATES

CATEGORY		HOURLY WAGE RATES				
		Effective <u>April 1,</u> <u>2019</u> 2 % Increase	Effective <u>April 1,</u> <u>2020</u> 2 % Increase	Effective <u>April 1,</u> <u>2021</u> 2 % Increase	Effective <u>April 1,</u> <u>2022</u> 2 % Increase	Effective <u>April 1,</u> <u>2023</u> 2 % Increase
<u>Junior Clerk/Typist</u>	<u>\$28.04</u>	<u>\$28.60</u>	<u>\$29.17</u>	<u>\$29.75</u>	<u>\$30.35</u>	<u>\$30.96</u>
<u>Administrative Assistant I/ Titan Operator</u>	<u>\$32.54</u>	<u>\$33.19</u>	<u>\$33.85</u>	<u>\$34.52</u>	<u>\$35.21</u>	<u>\$35.91</u>
<u>Administrative Assistant II/ Dispatcher/ Bookkeeping</u>	<u>\$33.23</u>	<u>\$33.89</u>	<u>\$34.57</u>	<u>\$35.26</u>	<u>\$35.97</u>	<u>\$36.69</u>
<u>Bookkeeper/ Payroll</u>	<u>\$35.35</u>	<u>\$36.06</u>	<u>\$36.78</u>	<u>\$37.52</u>	<u>\$38.27</u>	<u>\$39.04</u>

APPENDIX "B"

JOB CLASSIFICATIONS

MOVEUP EMPLOYEES

Of

TEAMSTERS LOCAL UNION NO. 155

Junior Clerk/Typist

A worker who with supervision may be required to perform the following duties:

- Answer telephones and responds to inquiries at the window
- Typing envelopes, lists, letters, and items from draft form
- Sorting and collating material
- Mail distribution and group mailings
- Operates office machines such as photocopier and postage meter
- Filing

Administrative Assistant I/Titan Operator

A worker who with or without supervision may be required to perform the following clerical duties:

- Can perform Clerk/typist work
- Open and close office daily for walk in traffic access
- Ensures that printer and console are ready for operation and that line printer paper and ribbons are in adequate supply
- Check office voicemail
- Balance Titan
- Locates information from files
- Typing letters and reports from a draft copy
- Process emails, applications, and memberships
- Provides information to individuals, in person or by phone, regarding the status of the film industry and provide production numbers and other contacts including phone/fax/addresses of Employer's pre-production, production and post production locations
- Operates office machines such as photocopier/fax/scanner, postage meter, calculator, Point of Sales (POS) terminal.
- Receives and responds to routine office enquiries by phone, at window, or by correspondence
- Maintains office files and supplies
- Clerical data input (converting, etc.)/output and verification work by manually keying a variety of data into TITAN
- Issues receipts and posts monies pertaining to Local Union business, i.e., withdrawal or transfer fees, benefit cheques etc.
- Research material as directed

- Receives dues and incoming cash, debit and credit cards at counter and issues receipts
- Screens telephone calls and mail

Administrative Assistant II/Dispatcher/Bookkeeping

- Types prepared minutes and reports
- When called, book members into dispatch System, making them available for work. On receipt of job order from Employer or their designate, dispatch members out to work on the productions
- Perform queries to confirm membership or “good standing” status for eligibility for dispatch
- Check dispatch voicemail
- Maintain dispatch system database recording in and outgoing flow of members
- Process and provide availability lists to Employers of members or new permits suitable for their specific needs
- Track and ensure all members obtain and retain the proper licensing/certificates for their applicable division and or for any job requirement
- Monitor dispatch methods and rules for the purpose of their administration
- Develop daily production list for uploading onto Local Union Website
- Provide production and membership information upon request for any Local Union Office staff who should require it
- Record minutes of various meetings and distribute material
- Prepares and circulates agendas
- Ordering of routine office supplies
- Accounts receivable and payable
- Banking deposits and filing
- Compose pamphlets and advertisements in programs such as Publisher
- Maintains PowerPoint presentations for orientations
- May organize various committee conferences
- Teamster officer elections including all correspondence and balloting, Dispatch/Bylaws/Master Agreement, Amendment Procedures
- Schedules meetings or appointments
- Makes travel arrangements for one or more persons
- Composes routine letters and answers correspondence
- Maintains confidential files
- Maintain membership benefits
- Compiles statistics or reports as directed
- Manages web site maintenance and updates, email updates, campaigns, and newsletter
- May also prepare accounting statements as directed

Bookkeeper / Payroll

A worker who keeps a full set of books for recording union transactions and/or whose work involves some of the following:

- Preparation and distribution of payroll to the payroll company
- Compiling government statistics and reporting to same
- Accounts receivable and payable
- Banking and filing
- A variety of office duties
- Posting and balancing subsidiary ledgers, cash books or journals
- Journalizing transactions where judgement is involved as to accounts affected
- Posting ledgers and trial balance
- May also prepare accounting statements as directed

APPENDIX "C"

HEALTH and WELFARE PLANS GROUP NO. 904569

Section 1 Medical and Surgical Plan

The Employer agrees to provide and pay the full cost of the Medical Services Plan for British Columbia as outlined below:

1. Participation in the Plans by each regular and regular part-time employee working twenty (20) hours or more per week covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare Program.
2. Coverage for all eligible employees (and their dependants) shall commence the first of the month following employment.
3. Benefits shall be as outlined in the Medical Services Commission regulations.

Section 2 Wage Indemnity Plan

The Employer agrees to provide and pay the full cost of a Wage Indemnity Plan (W.I.P.) as outlined below:

1. Participation in the Plan by each regular and regular part-time employee working twenty (20) hours or more per week covered by this Agreement is a condition of employment.
2. Coverage will commence the first of the month following date of employment.
3. The Plan shall be a 1-8-52 Plan with benefits in the amount of seventy-five per cent (75%) of current salary based on one-fifth (1/5) of weekly earnings for each day of work lost as a result of the disability.
4. The Carrier shall be Pacific Blue Cross.
5. The unused portion of sick leave entitlement per Section 1, may be used to augment the W.I.P. to one hundred per cent (100%) of current salary, at the employee's discretion.

Section 3 Group life Insurance Plan

The Employer agrees to provide and pay the full cost of a Group Life Insurance Plan as outlined below for each regular and regular part-time employee working twenty (20) or more hours per week:

1. Participation in the Plan by each regular and regular part-time employee covered by this Agreement is a condition of employment.
2. Coverage will commence on the first of the month following completion of sixty (60) days employment.
3. Benefits shall be in the sum of one-hundred fifty thousand dollars (\$150,000.00) annual salary covering death from any cause and including benefits for accidental death and dismemberment. The employer agrees to pay for premiums for the first seventy thousand dollars (\$70,000.00) of benefit. The employees shall have the cost of the monthly premiums for the difference in benefits deducted from their wages.
4. The Carrier shall be Pacific Blue Cross.

Section 4 Dental Plan

The Union prepaid dental plan shall be made available to all eligible employees working twenty (20) hours or more (and their dependants) desiring same.

The Employer agrees to pay full premium costs. The Plan shall provide the following benefits:

- one hundred per cent (100%) for Part "A",
- eighty per cent (80%) for Part "B",
with no limit on total claims value per year.
- Sixty percent (60%) (Ortho coverage, with a Five Thousand (\$5000.00 lifetime limit) for Part "C".

Section 5 Extended Health Benefit Plan (E.H.B)

The Employer agrees to provide and pay the full cost of an E.H.B. Plan as outlined below:

1. Participation in the Plan by each regular and regular part-time employee working twenty (20) hours or more per week covered by this Agreement is a condition of employment.
2. Coverage for all eligible employees (and their dependants) shall commence on the first of the month following date of employment.
3. The Plan shall include benefits as follows:
 - (a) Twenty-five dollars (\$25.00) deductible annually for eligible expenses incurred.
 - (b) One hundred per cent (100%) co-insurance for eligible expenses after the deductible has been satisfied.

- (c) A maximum twenty-five thousand dollars (\$25,000.00) limitation for each person covered per twenty-four (24) months.
- (d) Claim of eyeglass, frames, contact lenses and/or corrective laser eye surgery up to three hundred and twenty-five dollars (\$325.00) per person covered per each twelve (12) month period.
- (e) Claim for acupuncture up to six hundred and fifty dollars (\$650.00) per calendar year.
- (f) Claim for Chiropractor up to six hundred and fifty dollars (\$650.00) per calendar year.
- (g) Claim for naturopath up to one thousand dollars (\$1000.00) per calendar year.
- (h) Claim for Podiatrist up to five hundred dollars (\$500.00) per calendar year.
- (i) Claim for Psychologist up to one thousand dollars (\$1000.00) per calendar year.
- (j) Claim for Speech Language Pathologist up to one thousand dollars (\$1000.00) per calendar year.
- (k) Claim for Massage Practitioner – no calendar year limit.
- (l) Claim for Hearing Aids and repair three thousand dollars (\$3000.00) every 5 calendar years.
- (m) Claim for Physiotherapist – no calendar year limit.
- (n) Private duty care by a registered nurse for a person with an acute condition in the person's home.

4. The Carrier shall be Pacific Blue Cross.

Section 6 Long Term Disability Plan (L.T.D.)

The Employer agrees to provide and pay the full cost of an L.T.D. Plan as outlined below:

- 1. As in Section 5.
- 2. Coverage for all eligible employees shall commence on the first of the month following completion of the probationary period.
- 3. The Plan shall provide benefits as follows:

- (a) Seventy-five per cent (75%) of monthly salary to a maximum of two thousand five hundred dollars (\$2,500.00) per month.
- (b) Coverage will commence after fifty-two (52) weeks of illness until age sixty-five (65).

BETWEEN:

TEAMSTERS LOCAL UNION NO. 155
(Employer)

AND:

MOVEMENT OF UNITED PROFESSIONALS
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)
(Union)

(together, the "Parties")

LETTER OF UNDERSTANDING
(Probationary Employees)

THIS Letter of Understanding applies to all Probationary Employees employed in the Union's bargaining unit during their Probationary Period.

THE PARTIES AGREE AS FOLLOWS:

1. All Collective Agreement Articles shall be interpreted and applied in accordance with the express terms of this Letter of Understanding.
2. Article 5.1 of the Collective Agreement is replaced with the following:
5.1 Probationary Period
All new employees, except Temporary and Casual Employees, will be considered probationary for their first Five Hundred Twenty-Eight (528) hours of their employment. The employee will be provided with an Interim Written Evaluation and a Final Review during the probationary period. After the employee has worked for Five Hundred Twenty-Eight (528) hours, an employee will become regular. A Temporary Employee transferred to or retaining regular status, will not be required to serve a further probationary period beyond the first Five Hundred Twenty-Eight (528) hours of employment.
3. During the Probationary Period, the Employer shall pay a Probationary Employee's contribution to the Canada Pension Plan.
4. The Parties confirm and agree that probationary employees are not entitled to the benefits covered by the language of Articles 8.3 (Floating Holidays); 9.5 (2% Vacation Bonus); 10.2 (Bereavement Leave); 10.6 (Jury Duty Pay); 11 (Sick Leave); 11.2 and Appendix "C" (Health & Welfare Plan); 11.4 (Pension Plan); 11.5 (E.I. Premium Reduction); 11.6 (Savings Plan) and 23.1 (Eye Examinations), of the collective agreement during their probationary period.
5. This Letter of Understanding is incorporated as a term of the Collective Agreement.

Case Number 2020-000132 Agreed February 18, 2020