

COLLECTIVE AGREEMENT

Between

TEAMSTERS LOCAL 213 MEMBERS BENEFIT PLAN

(hereinafter referred to as the "Employer")



And

moveup
MOVEMENT OF UNITED PROFESSIONALS

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

May 1, 2022 to April 30, 2025

TABLE OF CONTENTS

ARTICLE 1: BARGAINING AGENCY AND DEFINITION	7
1.01	7
1.02	7
1.03	7
ARTICLE 2: DURATION OF AGREEMENT	8
ARTICLE 3: UNION SECURITY	8
3.01	8
3.02	8
3.03	8
ARTICLE 4: DEDUCTION OF DUES, ETC.	9
4.01	9
4.02	9
4.03	9
4.04	9
ARTICLE 5: UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	9
5.01	9
5.02	10
5.03	10
5.04	10
5.05	10
5.06	10
5.07	11
5.08	11
5.09	11
ARTICLE 6: JOB STEWARDS	11
6.01	11
6.02	11
6.03	11
6.04	11
6.05	11
ARTICLE 7: WORK CLOTHES, UNION PRODUCTS AND SERVICES	12
7.01	12
7.02	12
7.03	12
ARTICLE 8: UNION NOTICES	12
ARTICLE 9: CONFLICTING AGREEMENT	13
ARTICLE 10: PROTECTION OF RIGHTS	13
10.01	13
10.02	13
10.03	13
ARTICLE 11: TRANSFER OF TITLE OR INTEREST	14
11.01	14
11.02	14
11.03	14
11.04	14
ARTICLE 12: GRIEVANCE PROCEDURE	14

12.01	14
12.02	15
12.03	15
12.04	16
12.05	16
ARTICLE 13: JOB POSTING, ETC.	16
13.01	16
13.02	16
ARTICLE 14: TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE	17
14.01	17
14.02	17
14.03	17
14.04	17
14.05	17
14.06	17
ARTICLE 15: PAY DAY AND PAY STATEMENTS, ETC.	18
15.01	18
15.02	18
15.03	18
ARTICLE 16: ANNUAL VACATIONS	18
16.01	18
16.02	18
16.03	18
16.04	19
16.05	19
16.06	19
16.07	20
16.08	20
16.09	20
ARTICLE 17: GENERAL HOLIDAYS	20
17.01	20
17.02	20
17.03	20
17.04	21
17.05	21
17.06	21
17.07	21
ARTICLE 18: SEPARATION OF EMPLOYMENT	21
18.01	21
18.02	21
18.03	22
ARTICLE 19: SENIORITY	22
19.01	22
19.02 Layoffs	22
19.03 Probationary Period	22
19.04	23
19.05	23
19.06	23
19.07	23

19.08	Definition of Employee	23
ARTICLE 20: DAYS AND HOURS OF WORK AND OVERTIME.....		24
20.01	Current Employees.....	24
20.02	New Employees: Hired after January 1, 2012.....	25
20.03	.....	25
20.04	.....	25
20.05	.....	25
20.06	.....	25
20.07	.....	25
20.08	.....	25
20.09	.....	25
20.10	.....	26
ARTICLE 21: LUNCH AND REST PERIOD		26
21.01	.....	26
21.02	.....	26
21.03	.....	26
21.04	.....	26
ARTICLE 22: COMPENSATION COVERAGE		26
22.01	.....	26
22.02	.....	26
22.03	.....	26
22.04	.....	27
ARTICLE 23: SAVINGS CLAUSE.....		27
23.01	.....	27
23.02	.....	27
ARTICLE 24: INSPECTION PRIVILEGES.....		27
ARTICLE 25: SANITARY FACILITIES, ETC.....		27
25.01	.....	27
25.02	.....	28
25.03	.....	28
ARTICLE 26: SAFETY AND HEALTH		28
26.01	.....	28
26.02	.....	28
26.03	Eye Examinations.....	28
26.04	.....	28
26.05	New V.D.T. Equipment	28
ARTICLE 27: BONDING.....		29
ARTICLE 28: MANAGEMENT.....		29
ARTICLE 29: HEALTH AND WELFARE PLAN		29
ARTICLE 30: ARTICLE HEADINGS.....		29
ARTICLE 31: TRANSPORTATION.....		29
ARTICLE 32: MEDICAL EXAMINATIONS		30
32.01	.....	30
32.02	.....	30
ARTICLE 33: CLASSIFICATIONS AND WAGE RATES, ETC.		31
33.01	.....	31
33.02	.....	31
33.03	.....	31
33.04	.....	31

33.05	31
ARTICLE 34: SOLICITATION OF FUNDS	31
ARTICLE 35: PAID ELECTION TIME OFF	32
ARTICLE 36: EMPLOYMENT INSURANCE	32
ARTICLE 37: PENSION PLAN	32
ARTICLE 38: GENDER	32
ARTICLE 39: SICK LEAVE.....	32
39.01.....	32
39.02	33
39.03	33
39.04	33
ARTICLE 40: DIGNITY IN THE WORK PLACE.....	33
40.01	33
40.02	33
40.03.....	33
40.04.....	33
40.05.....	34
40.06.....	34
40.07.....	34
40.08.....	34
ARTICLE 41: REVIEW AND DISCIPLINARY FILE.....	34
41.01	34
41.02.....	34
41.03.....	35
APPENDIX "A"	36
APPENDIX "B"	38
SEVERANCE PAY PLAN	38
APPENDIX "C"	40
HEALTH AND WELFARE PLAN	40
LETTER OF UNDERSTANDING No. 1	44
LETTER OF UNDERSTANDING No. 3.....	45

BETWEEN: **TEAMSTERS LOCAL 213 MEMBERS BENEFIT PLANS**
490 East Broadway,
City of Vancouver,
Province of British Columbia;

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

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

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

ARTICLE 1: BARGAINING AGENCY AND DEFINITION

1.01 The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority and shall include temporary or so-called casual employees in the unit.

1.02 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, the matter shall be referred to a Board of Arbitration as contained in this Agreement.

1.03 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No work which the employees perform or can perform shall be sub-contracted out in any manner.

ARTICLE 2: DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including May 1, 2022, to and including April 30th, 2025, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

For the purposes of the Labour Relations Code of British Columbia, the expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Employer.

The operation of Sections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 3: UNION SECURITY

3.01

The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions contained herein. The Employer may give the Union an opportunity to refer suitable applicants for employment.

The Employer further agrees that it shall not employ in any job coming under this Agreement any person who is otherwise fully employed by another employer or any subcontracting agency.

3.02

The Employer agrees that when he does hire new employees who are not referred by the Union, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards, which will be supplied to the Employer by the Union, and mail same in to the Union Office as soon as possible.

3.03

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such employee.

ARTICLE 4: DEDUCTION OF DUES, ETC.

4.01

The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

4.02

All employees referred to above will be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

4.03

The Employer shall deduct from each employee and pay to the Union, any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. 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 amount in each case.

4.04

If the Employer fails to adhere to the provisions of this Section, the Employer shall be liable to the Union for the dues not deducted and remitted to the Union that should have been.

To enable the Union to properly police this provision, a Union Representative of the Union shall have access to the Company payroll records.

ARTICLE 5: UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

5.01

The Employer shall allow time off work, without pay, to any man or woman who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

5.02

During an authorized leave of absence, an employee shall maintain and accumulate seniority.

5.03

When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave of absence, without pay, until such time as they can properly return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his or her employment may be terminated, subject to proper proof of same.

5.04

When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.

5.05

In case of death in the immediate family, the employee affected shall be granted bereavement leave of absence with full pay for three (3) days. For family deaths out of the province employees shall be granted bereavement leave of absence with full pay for five (5) days, provided services are attended. Immediate family means: spouse, common law spouse, mother, step-mother, father, step-father, children, step-children, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents.

5.06

All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness duty, he or she shall be returned to the job classification and pay rate they were on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

5.07

When any employee is either elected or appointed to a full-time job with the Union, he/she shall be granted a leave of absence in accordance with the following:

- a) Elected positions shall be granted a leave of absence for four (4) years.
- b) Appointed positions shall be granted a leave of absence for six (6) months.

5.08

Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of B.C. Seniority shall accrue during Pregnancy and Parental Leave.

5.09

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with Section 52.1 of the B.C. Employment Standards Act. The compassionate Care Leave waiting period will be paid out of an employee's sick leave bank, retroactively, once the employee has supplied documentation that the Compassionate Care Leave has been approved by the B.C. Employment Standards Amendment Act (April 27, 2006).

ARTICLE 6: JOB STEWARDS

6.01

There shall be a Job Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Job Steward shall be appointed by the Union and shall be an employee of the Employer. There shall be no discrimination against the Job Steward for lawful Union activities.

6.02

The Job Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Job Steward shall report to the Union Officers any violations of this Agreement.

6.03

The Employer will recognize the Job Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

6.04

The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.

6.05

Job Stewards shall be allowed to take up grievances during working hours, without loss of pay.

ARTICLE 7: WORK CLOTHES, UNION PRODUCTS AND SERVICES

7.01

The Employer shall provide and maintain for each employee, free of charge, with the following: A smock, if any work is required to be performed on a duplicating or addressograph machine of any type, during which the employee's personal clothes could become soiled.

7.02

All vending machines of any type provided in the Employer's establishment shall be provided by a company having an agreement with the Teamsters Union, and further all products contained therein shall be unionized products. The Employer shall have no responsibility for said machines or products.

7.03

If at any time the Employer requires or uses outside Security or Watchmen services, it shall be a company having an agreement with the Teamsters Union, and the same shall apply if any Propane Gas services are required.

ARTICLE 8: UNION NOTICES

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Board.

The following items must be posted on said Notice Board:

- (a) A copy of this Agreement;
- (b) A valid Seniority list to be revised every six (6) months and a copy to be sent to the Union;
- (c) Copies of the Employer's Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

ARTICLE 9: CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statutes of the Province of British Columbia or Canada. Any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

ARTICLE 10: PROTECTION OF RIGHTS

10.01

The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against and in the event of any employer obtaining an injunction against the Union having said picket or placard line, then the employee may consider that the picket or placard line is still in operation and may refuse to cross same until such time as the matter is settled in Court, and if the decision is found in favour of the company obtaining the injunction, then it will be considered that there is no picket or placard line in existence.

10.02

The Union reserves the right to render assistance to other Labour Organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-union workers.

10.03

All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union, a cash bond in any amount, not exceeding five thousand dollars (\$5,000.00). It shall be held by the Union to ensure future compliance with this Section during the term of this Agreement. In addition, upon such default as aforesaid, the employees of the Employer and the Union shall incur no liability in damages or howsoever in the event such employees absent themselves from work or picket the Employer's premises while such default shall continue.

ARTICLE 11: TRANSFER OF TITLE OR INTEREST

11.01

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

11.02

It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.

11.03

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Employer fails to give notice as herein required or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement, for all loss or damages sustained as a result of such failure.

11.04

The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01

Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance in writing. Any grievance which is not presented in writing within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

12.02

The Steps of the Grievance Procedure shall be as follows:

STEP I

The employee, with or without the Job Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Job Steward present.

STEP II

Should a solution not be reached by Step (I), then a Representative of the Union accompanied by the employee and the Job Steward if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days.

Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union or the Employer claims a violation of this Agreement, he may invoke the Grievance Procedure at Step (II) as the grieving party on behalf of the Union or the Employer or on behalf of any employee or employees concerned.

STEP III

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

12.03

Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

12.04

If the Arbitration Board finds that an employee has been suspended or discharged without proper cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place.

If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 23.02 herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

12.05

The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.

ARTICLE 13: JOB POSTING, ETC.

13.01

In the event that any employee leaves a job, or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing within thirty-six (36) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Section above, shall receive such job.

Where the vacancy is a new job not heretofore done in the establishment, the Employer may establish a rate for such job. If the Union disagrees with such rate, same shall be settled by Arbitration as set out herein.

13.02

The Employer agrees to advise and discuss with the Union any decision to install new equipment prior to its installation.

ARTICLE 14: TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE

14.01

If the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer; cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test.

14.02

The Employer agrees to notify the Union no less than three (3) months in advance of the introduction of any new equipment.

14.03

The Employer agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.

14.04

Full time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for just cause.

14.05

Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. However, the employee may choose to retain recall rights in six (6) month periods, thereby delaying the collection of severance pay.

14.06

Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

ARTICLE 15: PAY DAY AND PAY STATEMENTS, ETC.

15.01

All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than three (3) days prior to the day of payment. Employees will receive their pay cheques no later than twelve o'clock (12:00) noon on Tuesday.

15.02

The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked (double or triple time), the rate of wages applicable and all deductions made from the gross amount of wages.

15.03

When there is an error of short payment or any other type of error, this shall be corrected, and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error, or a five percent (5%) penalty will be paid to the employee involved.

ARTICLE 16: ANNUAL VACATIONS

16.01

No later than November 15th of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority, shall apply for her vacations on such list and such request must be completed by December 15th each year. Employees shall receive their vacation confirmation on or about January 15th; if vacations are being applied for in January the employee shall advise the Employer before December 8th and their confirmation will be provided before December 15th. The employee shall have the right to decide whether her vacations shall be taken in one unbroken period or split, subject to the Employer's staffing requirements.

16.02

All existing employees will have their anniversary date established as January 1st in the year of their hire for the purpose of vacation entitlement only. This established anniversary date shall be used as the date to calculate an employee's vacation entitlement and payment.

16.03

Vacation entitlement and pay shall be as follows:

- (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 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) Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate, or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.
- (d) 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.
- (e) Payment for vacation entitlements outlined in Section (d) above shall be:
 - (i) 21 and 22 days - eight percent (8%) of gross earnings or current wage rate, whichever is greater.
 - (ii) 23 to 27 days inclusive - ten percent (10%) of gross earnings or current wage rate, whichever is greater.
 - (iii) 28 days and over - twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
 - (iv) All employees will receive vacation pay for the number of weeks to which they are entitled based on the wage rate they are receiving at the date of taking their vacation, or the percentage of their annual gross earnings for the year for which they are receiving their vacation, whichever is greater.

16.04

Each employee shall be entitled to a one time only bonus week's pay upon completing twenty (20) years of service. Pay bonus only, no time off.

16.05

An employee shall receive a vacation bonus of two percent (2%) of gross earnings paid in the preceding twelve (12) months. This bonus will be included in the payroll pay period ending nearest and prior to December 1st. Upon termination an employee shall be paid the vacation bonus on gross earnings paid from the period from the last payment to termination date.

16.06

For purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of twelve hundred (1200) hours in an employee's calendar year running from anniversary date to anniversary date, she shall be eligible for vacations as above set forth. If less than twelve hundred (1200) hours have been worked, employees shall be entitled to vacations as set forth above, however the applicable percentage rate only shall apply.

16.07

In the event that an employee leaves the employ of the Employer before she is entitled to three (3) weeks' vacation, she shall receive six percent (6%) of the gross earnings she received while in the employ of the Employer.

16.08

In the event of an employee leaving the employ of the Employer after she had her vacation she earned for the previous year, she shall receive six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of her pay for the year in which she ends her employment for which no vacation has been paid.

16.09

Prior to an employee going on her vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payments, commissions, or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.

ARTICLE 17: GENERAL HOLIDAYS

17.01

It is agreed that all employees shall be entitled to the following General Holidays, with pay, based on seven and three-quarter or eight (8) hours as the case may be, of their applicable rate:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	<u>National Day for Truth and Reconciliation</u>
Boxing Day		

17.02

In addition to the General Holidays set out in paragraph (a), upon completion of three (3) months' service each employee will be entitled to one (1) paid holiday in each year of service thereafter. The Holiday will be the employee's birthday and will be taken at a time mutually agreeable to the Employer and the employee, subject to a minimum of two (2) weeks' advance notice by the employee.

17.03

The Employer agrees that if during the life of this Agreement or any subsequent Agreement, that either the Federal, Provincial or Municipal Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

17.04

Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift (triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.

17.05

It is agreed that the General Holidays shall take place when specified as a legal Holiday by the Federal or Provincial Government.

17.06

An employee shall be paid for each General Holiday even if it falls on her weekly days off (Saturday or Sunday), or on her annual vacation, or on Jury Duty, Bereavement Leave or quarantined. The employee shall be given a day off or an extra day's pay as she chooses.

17.07

Each employee who is absent due to (a) illness, (b) non-compensable accident, or (c) compensable accident, when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay she was receiving the last day she worked prior to her absence for one (1) of the three (3) reasons set out herein.

In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Sick Leave payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular earnings of such employee and what she is receiving from the other source for such General Holiday.

If the employee wishes, she may have the Employer use such monies that she would be entitled to as set out herein, to pay her Union dues and any other payments required by law or the terms of this Agreement.

ARTICLE 18: SEPARATION OF EMPLOYMENT

18.01

If an employee is discharged by the Employer, she shall be paid in full for all monies owing to her by the Employer on the date of her discharge.

18.02

If an employee quits the Employer of her own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.

18.03

The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked or terminates.

ARTICLE 19: SENIORITY

19.01

The Employer shall immediately and every six (6) months thereafter, supply the Union with a seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed, or how many hours they work. Persons employed for vacation relief work only, shall not accumulate seniority. A copy of this list will also be posted on the Bulletin Board as per Article Eight (8).

19.02 Layoffs

Layoffs and re-employment shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.

If any employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay, and overtime, if involved.

19.03 Probationary Period

New employees shall complete a six-month probationary period before seniority

commences and such employees may be laid off or terminated by the Employer, if they have just cause to do so. However, during such employment all Sections of this Agreement shall apply to her, including the grievance procedure.

When any employee is laid off, that employee shall be entitled to receive her Record of Employment Certificate and the Employer agrees to advise the person responsible to see that this is done.

After completion of the probationary period, regular full-time employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.

19.04

Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer, or
- (b) Is discharged for cause, or
- (c) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
- (d) If absent without leave for five (5) working days without a legitimate reason.
- (e) If laid off beyond eighteen (18) months.

19.05

Any employee promoted to a different classification shall be allowed a reasonable period of trial up to ninety (90) days, and if found unsatisfactory, shall be given the opportunity of going back to her former position without loss of seniority. An additional ninety (90) day trial period may be granted by mutual agreement of the parties.

19.06

The Employer agrees, when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and seasonal employees for available work, provided said senior employees can perform the work available.

19.07

If the Employer lays off or discharges the Job Steward, the Union shall be advised prior to such layoff or discharge.

19.08 Definition of Employee

- (a) **Regular**
A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 1 of this Agreement and who has completed the probationary period.
- (b) **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 1 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- i) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.
 - ii) After three (3) months' service, regular part-time employees shall receive General Holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a Holiday.
 - iii) Annual vacation entitlement shall be prorated 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 16.
- (c) **Casual**
Casual or extra employees shall be those employees hired for extra or relief work for periods of up to four (4) months. The parties can extend the period by mutual agreement. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed unless the employee of her own volition desires to work less than four (4) hours.
- (d) A casual employee working beyond four (4) months' service, employees hired to replace an employee on authorized leave or annual vacation, will receive Health and Welfare benefits.
- (e) Casual employees under four (4) months' service will receive the top rate for the classification they work in.
- (f) Employees hired to replace employees who have been granted authorized leave will not accumulate seniority. Similarly, employees hired for vacation relief will not accumulate seniority.

ARTICLE 20: DAYS AND HOURS OF WORK AND OVERTIME

20.01 Current

Employees

- (a) Employees shall work eight (8) seven and three-quarter (7 3/4) hour days in a two (2) week period between Monday and Friday and the ninth (9th) day will be an eight (8) hour day. Each employee shall schedule one (1) day off without pay in each two (2) week period so worked.
- (b) A regular work day shall consist of seven and three-quarter (7 3/4) hours between the hours of 8:00 a.m. and 4:30 p.m. except that an employee shall work eight (8) hours on the ninth (9th) day of their schedule.

- (c) Any employee who reports to work Monday through Friday as per their nine (9) day fortnight schedule shall be paid no less than seven and three-quarter (7 3/4) hours or eight (8) hours as the case may be at straight time or double time whichever is applicable.
- (d) Employees will not work overtime without prior approval.

20.02 New Employees: Hired after January 1, 2012

- (a) Employees shall work five (5) days per week Monday through Friday.
- (b) A regular work day shall consist of seven (7) hours between the hours of 8:00 A.M. and 4:30 pm.
- (c) Employees will not work overtime without prior approval.

20.03

Any time worked prior to 8:00 A.M. or after 4:30 P.M. shall be considered overtime and paid for at the rate of double time (2X).

20.04

All time worked on Saturday and Sunday shall be paid at double time (2X) rates of pay, with a minimum guarantee of four (4) hours work.

20.05

Any employee called back to work in any emergency after her working day has been completed, Monday to Friday, shall be paid a minimum of three (3) hours' pay at the rate of double time (2X), or time off in lieu of if she prefers.

20.06

If an employee reports late for work, that employee will only be paid from the time she commences work and for the time actually worked, but continual tardiness will subject her to dismissal.

20.07

All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12th) of the applicable hourly rate, times the applicable overtime rate.

20.08

When employees are advised to report for work at a specified time on any day, they shall be paid for that day even though there may be no work for them to do, provided they are ready for work, excepting as set out in Section 20.05 above.

20.09

The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned who normally perform such work.

20.10

Employees may for what they consider to be a legitimate reason refuse to work overtime.

ARTICLE 21: LUNCH AND REST PERIOD

21.01

No employee shall be required to work more than four (4) consecutive hours without a lunch break not exceeding thirty (30) minutes or one-half (1/2) hour.

21.02

Each employee shall receive an uninterrupted fifteen (15) minute break in each half (1/2) of their daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1 1/2) hours from the commencement of each half of an employee's work shift. The lunch room shall be large enough and have adequate seating for all employees.

21.03

When overtime preceding or following an employee's normal shift goes beyond two (2) consecutive hours, the employee shall receive a thirty (30) minute meal break at the applicable overtime rate.

21.04

Where any employee is required to work through her regular established lunch or meal period, such employee shall be paid at the rate of double time for the entire period of the normal lunch or meal break and in addition, shall be allowed a period of time off, equal to the normal lunch or meal period with pay, to consume a meal.

ARTICLE 22: COMPENSATION COVERAGE

22.01

When an employee is injured at work and goes on Compensation, she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at her previous job and rate of pay for a period of one (1) week, to see if she is able to do the job she held at the time of the injury.

22.02

If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.

22.03

Any employee hired to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee she is replacing, unless another opening is available for her.

22.04

If an employee is placed in a lower category on her return to work after having been on Compensation, and it is proven that her accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified job rate of pay she held at the time of the injury.

ARTICLE 23: SAVINGS CLAUSE

23.01

If any Article or Section of this Contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

23.02

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 12 herein.

ARTICLE 24: INSPECTION PRIVILEGES

Upon notification to the Employer an authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 25: SANITARY FACILITIES, ETC.

25.01

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

25.02

Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings.

25.03

The office shall be adequately heated and ventilated and lighted.

ARTICLE 26: SAFETY AND HEALTH

26.01

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including aspirins.

26.02

In the event of an employee becoming ill during work, the employee shall report directly to the Manager stating her illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted and shall be so entered into a Record Book. No person shall refuse the right of any employee to go home or to a doctor due to any illness or injury.

26.03 Eye Examinations

Employees who are required to work with video display terminals on a regular basis shall be entitled to the following:

- (a) An eye examination once per year. The examinations will all be conducted by the same Ophthalmologist/Optomtrist, one who has been mutually agreed to by the parties. Examinations will be conducted during the month of January. Employees on authorized leave will have their examinations scheduled upon their return to work.
- (b) The results of the examination shall be provided to both the Employer and employee.
- (c) Employees will be granted up to two (2) hours paid leave for an eye examination as provided for in this Article.
- (d) The Employer shall assume the cost of such examinations when they are not covered by insurance.

26.04

A pregnant employee shall not be required to operate a Video Display Terminal. Alternate work will be offered to the extent that it is available. An employee who chooses alternate work will be paid at the appropriate rate.

26.05 New V.D.T. Equipment

The Employer will supply reasonable but adequate equipment for operating work stations (adjustable work stations, detachable keyboards, etc.). The equipment will be properly maintained and safe to operate.

ARTICLE 27: BONDING

If, at any time the Employer requires an employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

ARTICLE 28: MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the schedule of work and the methods of processing and handling work, to make rules and regulations.

Provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 29: HEALTH AND WELFARE PLAN

The Canadian Office & Professional Employees Union, Local 378 Health and Welfare Plan shall be made available to all regular and regular part-time employees desiring same. The Employer shall pay one hundred percent (100%) of the costs for these plans and they are as set out in Appendix "C" of this Agreement.

ARTICLE 30: ARTICLE HEADINGS

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

ARTICLE 31: TRANSPORTATION

No employee shall be required to use her car on any Employer business.

ARTICLE 32: MEDICAL EXAMINATIONS

32.01

Any medical examinations requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (a) If an employee takes a medical examination during her normal working hours, she shall be paid for the time involved and thus not lose any pay as a result of her taking a medical examination.
- (b) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours' pay at straight time rates of pay.

32.02

If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out her regularly assigned duties, the following procedure shall be followed:

- (a) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at her own expense shall have the right to be examined by her personal physician.
- (b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (f) Should the consultant deem the employee to be capable of carrying on her assigned duties, then the employee shall not suffer any loss of earnings caused by her having been removed from or temporarily suspended from her regularly assigned duties.

ARTICLE 33: CLASSIFICATIONS AND WAGE RATES, ETC.

33.01

The classifications, job descriptions and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

33.02

Time shall be computed from the time the employee commences her day's work until she is released from duty by the Employer.

33.03

When an employee meets with an accident at work, she shall be paid a full day's wages for the day of the accident.

33.04

If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever, in regard to any compensable injury or illness she has received or incurred on the job, she shall be paid for such time off in a manner that will ensure her a minimum of seven and three-quarter (7 3/4) or eight (8) hours as the case may be, for that day and any other day or days she is also required to fill such commitment or requirement; provided the Employer may request satisfactory proof of her visit to a doctor or whatever, and the employee shall be obliged to commence work prior to the appointment and/or to return to work following the appointment, where practical, to complete the remaining work hours in the day.

33.05

When an employee is temporarily removed from her regular work and placed on other work for the Employer's convenience, she shall be paid her regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below her regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail.

ARTICLE 34: SOLICITATION OF FUNDS

There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

ARTICLE 35: PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

If there is any doubt in the Employer's mind as to just what the intent of the applicable Sections are, he may contact the Union for a copy of same.

ARTICLE 36: EMPLOYMENT INSURANCE

The Employer shall pay fifty percent (50%) of the employee's portion of the necessary Employment Insurance contributions for any employee covered by this Agreement who elects to continue as an insured person excluding the Sickness, Accident and Pregnancy provisions thereof as set out hereinbefore.

ARTICLE 37: PENSION PLAN

Employees covered by this Agreement shall be covered by the Teamsters (Local 213) Pension Plan. Contributions will be made on the basis of hours for which remuneration is paid. The schedule of contributions is as follows:

Year 1 (May 1, 2022 – April 30, 2023) \$6.55 per hour
Year 2 (May 1, 2023 – April 30, 2024) \$6.65 per hour
Year 3 (May 1, 2024 – April 30, 2025) \$6.75 per hour

Employees shall have the option to self-pay.
In addition to the above the Employer agrees to pay the employee's contribution to the Canada Pension Plan.

ARTICLE 38: GENDER

Wherever the use of the female gender is used herein, it shall also apply to the male gender whenever applicable.

ARTICLE 39: SICK LEAVE

39.01

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.

39.02

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.

39.03

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

39.04

It is expected that employees will book medical and dental appointments during non-working hours whenever possible.

ARTICLE 40: DIGNITY IN THE WORK PLACE

40.01

The Employer and the Union believe that the human rights of all employees must be protected so as to ensure that every person is treated with dignity and respect.

40.02

No individual should suffer from or be exposed to harassment at work based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

sex, disability, age, family, marital or employment status, or as a result of that person's membership in or activity on behalf of the Union.

40.03

Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour, where the person knows, or reasonably ought to know, that his or her behaviour is likely to be offensive or unwelcome.

40.04

Sexual harassment is a particularly objectionable type of discriminatory course of conduct which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment means any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome; and may include a reprisal made after a sexual advance is rejected.

40.05

In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee may attempt to resolve the matter by informing the alleged harasser, who, if covered by this Agreement may also be accompanied by a member of the Union.

40.06

A grievance concerning an alleged breach of this Article may be submitted directly at Step II of the Grievance Process within thirty (30) working days of the most recent incident. Grievance under this clause will be handled with all possible confidentiality and dispatch by all participants.

40.07

In cases where harassment results in the transfer of an employee, it shall be the harasser who is transferred unless otherwise agreed to by the Union and the Employer. The employee who has been harassed will not be transferred against her/his will.

40.08

If an employee commences any action or files a complaint with the Labour Relations Board or the Human Rights Commission with respect to any matter covered by this Article, the matter ceases to be arbitrable and no proceedings may be taken under this Collective Agreement with respect to such matter, and any proceedings which may have been initiated under this Collective Agreement prior to the employee commencing an action, filing a complaint with the Labour Relations Board or the Human Rights Commission will be deemed to be abandoned.

ARTICLE 41: REVIEW AND DISCIPLINARY FILE

41.01

Where the Employer intends to meet an employee for any and/or discipline purpose, they shall notify the employee, Steward, and/or Union Representative. The employee has the right to have Union representation present at the meeting.

41.02

Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

41.03

If adverse statements are to be put into any employee's personnel and/or discipline file, a copy of the same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the adverse statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such adverse statements shall be deleted from the employee's file.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its seal and signature(s) by its Officers duly authorized therefore.

DATED AT Vancouver, British Columbia this _____ day of _____, 2023.

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

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



Tony Santavenere
Secretary-Treasurer



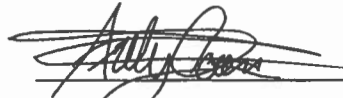
Phillip Borgen
Union Representative



Ingrid Ochodek
Administrator



Danielle Sieber
Bargaining Committee



Arely Corea
Bargaining Committee

APPENDIX “A”

Effective date of ratification: \$5000.00 Covid Appreciation Bonus (Current Regular and Regular Part-Time Staff)

Effective May 1, 2022: 3.5%

Effective May 1, 2023: 3.5%

Effective May 1, 2024: 3.5%

JOB CLASSIFICATION		EFFECTIVE May 1, 2021	EFFECTIVE May 1, 2022	EFFECTIVE May 1, 2023	EFFECTIVE May 1, 2024	
			-	-		
Category 3	-Start	31.61	<u>32.72</u>	<u>33.87</u>	<u>35.06</u>	
	-After 6 months	32.04	<u>33.16</u>	<u>34.32</u>	<u>35.52</u>	
	-After 12 months	33.96	<u>35.15</u>	<u>36.38</u>	<u>37.65</u>	
Category 2	-Start	30.52	<u>31.59</u>	<u>32.70</u>	<u>33.84</u>	
	- After 6 months	31.64	<u>32.75</u>	<u>33.90</u>	<u>35.09</u>	
	-After 12 months	32.77	<u>33.92</u>	<u>35.11</u>	<u>36.34</u>	
Category 1	-Start	29.46	<u>30.49</u>	<u>31.56</u>	<u>32.66</u>	
	- After 6 months	30.48	<u>31.55</u>	<u>32.65</u>	<u>33.79</u>	
	-After 12 months	31.62	<u>32.73</u>	<u>33.88</u>	<u>35.07</u>	

CATEGORY 3

Is an employee who performs the bookkeeping work required, prepares the required data for the program, corrects returns from the computer company, balances statements, performs secretarial work, claims control and performs work related to key punch, junior programming and computer operator if necessary.

CATEGORY 2

Is an employee who is capable of performing the duties and responsibilities encompassed in Category 1 as well as more specified areas with a minimum of supervision, e.g. handling of more difficult enquiries, correspondence related to such, more complex claims and a certain amount of data preparation work for the computer program.

CATEGORY 1

Is an employee who performs general office duties such as typing, sorting, filing, collating, photocopying, answering telephone enquiries, reception duties, taking dictation, using a Dictaphone, performing secretarial duties, operating various office equipment and machines, sorting and distributing, posting mail and performing standard clerical functions as well as specific assignments under direction.

SUPERVISOR

Effective May 1, 2022, an employee who is given supervisory duties in addition to the regular duties shall be paid five dollars (\$5.00) per hour in addition to the regular wage.

RETROACTIVITY

The Employer agrees that the wage rates effective as of May 1, 2017 shall be paid retroactively to each person from that date for all hours paid.

1. Any employee relieving in Pension shall be paid the classified rate of pay.
2. Except as otherwise specified herein, all other provisions of the Agreement shall become effective on date of ratification.
3. The Employer may hire a Secretary to take and type minutes of the Trustees meetings. This employee shall not replace employees on staff. Other duties may be assigned from time to time to fill out the work day. This employee shall be a Union member.

APPENDIX "B"

SEVERANCE PAY PLAN

I. DEFINITIONS

The following words and phrases as used herein shall have the following meanings for the purposes of the Severance Pay Plan.

1. "Continuous Service" shall mean, from the date of employment continuous interrupted employment as a regular and/or regular part-time employee of the Teamsters Local 213 Members Benefit Plans.
 - (a) continuous service shall include any period during which employment is interrupted due to an authorized leave;
 - (b) continuous service shall include any period during which employment is interrupted due to sickness or accident;
 - (c) continuous service shall not include any period of employment before the employee's most recent break in continuous service. Continuous service shall be considered broken by any one (1) of the following events:
 - (i) voluntary termination of employment for any reason;
 - (ii) dismissal for cause;
 - (iii) failure to return from an authorized leave of absence including layoff, within the time specified;
2. "Credited Interest" shall mean interest on a member's required contributions at the average rate of interest paid to the Severance Pay Plan fund account for the number of completed months from April 1, 2000 following the date the contributions were made to the date of termination.
3. "Effective Date" shall mean April 1st, 2000 except that continuous service shall be decided by definition I in Section 1.
4. "Plan" shall mean this severance pay plan for employees of Teamsters Local 213 Members Benefit Plans.
5. "Plan Anniversary" shall mean an April 1.

Whenever used in the Plan, the feminine pronoun shall include the masculine and feminine gender, unless the context indicates otherwise.

II. CONTRIBUTIONS

1. **Member Contributions**
During her membership in the Plan, each employee shall make contributions to the Fund by payroll deductions equal to twenty-eight dollars (\$28.00) per month.
2. **Employer Contributions**
The Teamsters Local 213 Members Benefit Plans shall make contributions to the Fund at the rate of fifty-six dollars (\$56.00) per month for each member of the Plan in its employ.

III. BENEFIT AMOUNT

1. On the termination of employment of a member with less than five (5) years of continuous service, provided that such termination is for reasons other than just cause, such terminating member shall be entitled to a lump sum payment equal to her total contributions with credited interest to date of termination.
2. On the termination of employment of a member with five (5) or more years of continuous service, provided that such termination is for reasons other than just cause, such terminating member shall be entitled to a lump sum payment equal to one thousand dollars (\$1,000.00) multiplied by the number of completed years of continuous service from April 1st, 2000 rendered by the terminating member. This benefit shall also apply in the event of the death of a worker.
3. Partial years of service shall be prorated at the number of months x 1/12th of one thousand dollars (\$1,000.00).
4. When a member of the Severance Pay Plan is terminated for just cause, she will receive her own contributions to the Plan plus fifty percent (50%) of the calculated credited interest from April 1st, 2000.
5. In the event of the death of a member, this lump sum payment shall be payable to her designated beneficiary.

IV. ADMINISTRATION OF THE PLAN

The general administration of the Plan shall be the responsibility of the Teamsters Local 213 Members Benefit Plans.

V. BENEFIT FUND

Teamsters Local 213 Members Benefit Plans shall establish a separate account with a bank or a credit union to which shall be credited all contributions to the Plan and Fund and from which shall be paid all benefit to terminating members.

APPENDIX “C”

HEALTH AND WELFARE PLAN

- (A) Effective July 1st, 2001, the Employer agrees to participate in the Canadian Office & Professional Employees Union, Local 378 Health and Welfare Plan for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan on the following basis:
- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
 - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date: for all other employees as of the effective date and all employees whose date of employment is after the effective date: as referenced in Appendix C Sections 1-6.

The Employer agrees to make such monthly contributions to the Plan for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund and Plan on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union’s responsibility to supply all necessary administration forms to the Employer.

The benefits shall be provided to employees in accordance with the terms and conditions of the Plans.

- (B) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee’s responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (C) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Canadian Office & Professional Employees Union, Local 15 by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Canadian Office & Professional Employees Union,

Local 378.

- (D) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (E) For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of three (3) months.
- (F) The premium cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.
- (G) Benefits for Weekly Income and Long-Term Disability, if calculated on a percentage basis and not a fixed amount, shall be rounded to the next higher dollar.

Section 1 Medical and Surgical Plan

The Employer agrees to provide and pay the premium 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 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 premium cost of a Wage Indemnity Plan as outlined below:

- (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 after the probation period per BC life policy.
- (3) The Plan shall be a 1-8-52 Plan with benefits in the amount of seventy-five percent (75%) of current salary based on one-fifth (1/5th) of weekly earnings for each day of work lost as a result of the disability.
- (4) The Carrier shall be BC Life.
- (5) The unused portion of sick leave entitlement per Article 39 may be used to augment the W.I.P. to one hundred percent (100%) of current salary, at the employee's

discretion.

Section 3 Group Life Insurance Plan

The Employer agrees to provide and pay the premium cost of a Group Life Insurance Plan as outlined below:

- (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 sixty-five thousand dollars (\$65,000.00) covering death from any cause and including similar benefits for accidental death and dismemberment and provide a cap of eighty-thousand dollars (\$80,000.00) for those employees who elect to pay for the additional coverage above the Employer paid portion. These changes are to be effective July 1, 2013.
- (4) The Carrier shall be the Co-operators.

Section 4 Dental Plan

The Union Prepaid Dental Plan shall be made available to all eligible employees (and their dependants) desiring same.

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

- 100% for Part "A";
 - 80% for Part "B",
- with no limit on total claims value per year.

Coverage for all eligible employees (and their dependants) shall commence on the first (1st) of the month following two (2) months of employment.

Section 5 Extended Health Benefit Plan

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

- (1) Participation in the Plan by each regular and regular part-time employee covered by this Agreement is a condition of employment.
- (2) Coverage for all eligible employees (and their dependants) shall commence on the first (1st) of the month following two (2) months of employment.
- (3) The Plan shall include benefits as follows:
 - (a) Twenty-five-dollar (\$25.00) deductible annually for eligible expenses incurred.
 - (b) One hundred percent (100%) co-insurance for eligible expenses after

the deductible has been satisfied.

(c) Claim of eyeglass, frames and/or contact lenses up to two hundred dollars (\$200.00) per person covered per each twelve (12) month period.

(4) The Carrier shall be Pacific Blue Cross.

Effective the first month following ratification:

Increase Extended Health Benefit Plan, Paramedical coverage for Chiropractors and Naturopaths to five hundred (\$500.00) dollars per calendar year for each of the paramedical types.

Section 6 Long Term Disability Plan

The Employer agrees to provide and pay the full premium 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 date of employment.

(3) The Plan shall provide benefits as follows:

(a) Seventy-five percent (75%) of monthly salary to a maximum of two thousand five hundred dollars (\$2,500.00) per month effective January 1, 2014.

(b) Coverage will commence after fifty-two (52) weeks of illness until age sixty-five (65).

LETTER OF UNDERSTANDING No. 1

BETWEEN: TEAMSTERS LOCAL 213 MEMBERS BENEFIT PLANS
490 East Broadway,
City of Vancouver,
Province of British Columbia;

PARTY OF THE FIRST PART

AND: MoveUP
CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION, LOCAL 378

PARTY OF THE SECOND PART

It is agreed by and between the Parties that Natalie Rubini will be a Regular Part-time employee and member of MoveUP and will be paid a twenty-one dollar (\$21.00) per hour premium over and above the 12-month Category 3 rate effective May 1, 2011. The premium rate will apply during the term of the agreement which is May 1, 2017 to and including April 30, 2022.

A wage rate increase is not applicable to the per hour premium rate.

Signed at Vancouver, British Columbia, this _____ day of _____ 2018.

PARTY OF THE FIRST PART
Signed on Behalf of the Employer

PARTY OF THE SECOND PART
Signed on Behalf of the Union

Original copy signed

Original copy signed

Walter Canta

Brad Bastien
Senior Union Representative

Ingrid Ochodek

LETTER OF UNDERSTANDING No. 3

BETWEEN: **TEAMSTERS LOCAL 213 MEMBERS BENEFIT PLANS**
490 East Broadway,
City of Vancouver,
Province of British Columbia;

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

It is agreed by and between the Parties that Wendy Ng will be a Regular Full-time employee and member of MoveUP and will be paid a six dollar and twenty-five cents (\$6.25) per hour premium over and above the 12-month Category 3 rate effective the date of ratification.

A wage rate increase is not applicable to the per hour premium rate.

Signed at Vancouver, British Columbia, this day of 2023.

PARTY OF THE FIRST PART
Signed on Behalf of the Employer

PARTY OF THE SECOND PART
Signed on Behalf of the Union

Original copy signed

Original copy signed

Walter Canta

Brad Bastien
Senior Union Representative

Ingrid Ochodek

E&OE
BB:sh usw2009

