

COLLECTIVE AGREEMENT

Between

**UNITED FISHERMEN AND ALLIED WORKERS' UNION -
UNIFOR
(hereinafter referred to as the "Employer")**



And



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

January 1, 2021 to December 31, 2023

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BETWEEN: UNITED FISHERMEN and ALLIED WORKERS' UNION – Unifor
(hereinafter referred to as the “Employer”)
PARTY OF THE FIRST PART

AND MoveUP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)
(hereinafter referred to as the “Union”)
PARTY OF THE SECOND PART

ARTICLE 1— PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.
- 1.02 For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

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

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer agrees that all employees shall maintain Union membership in MoveUP as a condition of employment.
- 3.02 When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 3.03 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 3.04 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:

- (a) employee id number
- (b) name - address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) employee status
- (g) date of hire
- (h) work location
- (i) telephone number, except where employees have expressly indicated to the Society that their
- (j) number is unlisted

In addition to the above the Employer will provide the Union monthly with a list of:

- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) lateral moves
- vi) salary revisions
- vii) address and name changes
- viii) employees on extended leave of absence
- ix) acting pay appointments
- x) overtime worked
- xi) telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted

xii) seniority

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

3.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

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, 19 and 20.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.01 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first thirty (30) days of employment. After thirty (30) days' employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first thirty (30) days of employment.

5.02 Regular Full-Time

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

5.03 Regular Part-Time

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work as per Articles 7.01 and 7.02, 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:

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

- (a) 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.
- (b) Annual Vacations will 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 9.
- (c) Regular part-time employees will work according to a regular part time schedule and shall not be scheduled to work less than thirteen (13) hours per week unless specifically agreed to by the Parties.

5.04 Temporary

- (a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- (b) Temporary employees hired to replace employees on leave of absence under Article 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.

(c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.07.

5.05 Casual

(a) Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours' work on each day which they are employed.

(b) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.07.

5.06 The Employer or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03 The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.
- 6.04 The Job Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06 Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer.
- 6.07 Paid and Unpaid Leave for Job Stewards and Union Officers
- (a) Leave of Absence for Union or Labour Conventions
- Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Employer, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Employer. The Union agrees that remaining employees in a work area affected by the granting of leave under this provision will cooperate with the Employer to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Article.
- (b) 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.
- (c) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.
- (d) With respect to leaves of absence referred to in (a), (b), (c) above, every effort will be made to provide the Employer with not less than ten (10) working days written notice, where possible.

- (e) 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 employer.

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

6.08 Union Leave

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

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01 **Regular Work Day**
A regular work day shall consist of six and one-half (6½) hours between the hours of 8:00 a.m. and 5:00 p.m.
- 7.02 **Regular Work Week**
A regular work week shall consist of thirty-two and one-half (32½) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.
- 7.03 Hours of work as provided in Articles 7.01 and 7.02 may be varied subject to mutual agreement between the Employer and the Union.

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

For regular full-time employees, the Parties agree to implement a nine (9) day fortnight. This will be done from September to February of every year. Staff will take alternate Mondays off. All staff members will work 8:30 a.m. to 4:30 p.m. The lunch hour will be reduced to forty-five (45) minutes. Staff will meet with the employer to work out any difficulties associated with the fortnight being in place on weeks containing statutory holidays to ensure there is coverage.

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

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

- 7.05 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.
- 7.06 **Overtime Premiums**
All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 3, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.
- 7.07 All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's prorated hourly rate.
- 7.08 All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular pro-rated 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.

- i) Where an employee is required to work less than two (2) hours beyond their regular shift, a ½ hour unpaid meal period will be allowed.
 - ii) The meal period in 7.08 shall be paid at the prevailing overtime rate of pay and reimbursement for the meal with receipt shall be \$20.
 - iii) Where an employee is required to work four (4) hours overtime beyond an overtime meal period already taken at 7.08 shall be allowed another one (1) hour paid meal period as in 7.08(ii). Where this overtime follows a regular shift, the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.
 - iv) Where an employee misses a paid meal period to which the employee is entitled, the employee shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- 7.09 Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the employee reports for such work.
- 7.10 Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours' notice has been given. Emergency overtime shall mean overtime for which less than one (1) days' notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours' notice that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours' additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.08, shall be separate and apart from the above premium provisions.
- 7.11 Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.
- 7.12 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.
- 7.13 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 The Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
1 Float Day		

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

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

8.03 Add one (1) floating holiday to be taken on the employee's birthday or alternate day as agreed to with the Employer.

ARTICLE 9 - ANNUAL VACATIONS

- 9.01 (a) Upon completion of twelve (12) months' service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
- (b) Upon completion of six (6) months' service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- 9.02 Each employee who 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%) percent of gross earnings for the period in which vacation was earned, whichever is greater.
- 9.03 For each year of service in excess of five (5) years', each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.
- 9.04 (a) Payment for vacation entitlements outlined in Article 3 above shall be:
21 and 22 days – eight (8%) percent of gross earnings or current wage rate, whichever is greater
- (b) 23 to 27 days inclusive – ten (10%) percent of gross earnings or current wage rate, whichever is greater
- (c) 28 days and over - twelve (12%) percent of gross earnings or current wage rate, whichever is greater
- 9.05 On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.
- 9.06 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:
- Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.
- 9.07 The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.

- 9.08 Past Service Credits:
All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.
- 9.09 Upon fifteen (15) days' written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.
- 9.10 Unused annual vacation may be carried forward; however, the unused entitlement must be taken by April 30 of the year following the year in which the vacation was earned.

ARTICLE 10 - LEAVE OF ABSENCE

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

10.02 Bereavement Leave

In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), son, daughter, step-child, father, father-in-law, mother, mother-in-law, grandchildren, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, an employee shall be granted up to three (3) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of grandparents and spouse's grandparents. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

Employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

10.03 Maternity Leave and Parental Leave

(a) For the purpose of this Article, "Spouse" includes common-law wife within the meaning of the Family Relations Act. Pregnancy/Parental/Adoption Leave will be granted in accordance with the following. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.

(b) Seniority shall accrue during maternity leave.

10.04 Seniority shall accrue during adoption leave.

10.05 Maternity Leave (Pregnancy Leave)

(a) Unless otherwise provided herein leave of absence without pay for a continuous period no less than seventeen (17) weeks will be granted to an employee for maternity leave (pregnancy leave).

(b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by their physician and submitted to the Employer as soon as is reasonable within the second trimester.

(c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin their leave of absence, such leave shall not commence earlier than eleven (11) weeks before the expected date of the birth. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date the employee originally wished to commence their leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy they shall, on the recommendations of their physician, commence their leave of absence immediately.

- (d) Once the employee has commenced their leave of absence they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) In special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth they may, upon presenting to the Employer a medical certificate from their physician apply to the Employer for an extension of the seventeen (17) weeks leave of absence to a date recommended by the physician.

Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and/or after the pregnancy leave of absence unless a parental leave of absence is also taken then the sick leave provision will apply after such leave. If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using their sick leave entitlement. The granting of sick leave provisions in such cases will be medically supported with a medical certificate.

- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- (h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (i) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least two (2) weeks prior to the desired date of return or two (2) weeks prior to the expiry date of the maternity leave.
- (j) On return from maternity leave, the employee will be reinstated in their former position and receive the same wage rate and benefits as they received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave.

- (l) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay their share of the premium cost of the benefit plans, then the company will continue to pay the employer's portion of the benefit premiums while they are on leave.
- (m) When an employee on maternity leave fails to notify the Employer of their desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.

10.06 Parental Leave (including Adoption Leave)

- (a) An employee may, upon four (4) weeks written notice, request leave without pay:
 - i) For a birth mother who takes maternity leave, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.03.A;
 - ii) For a birth mother who does not take maternity leave, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks of that event.
 - iii) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
 - iv) For an Adopting Parent, up to thirty-seven (37) consecutive weeks unpaid leave beginning within 52 weeks after the child is placed with the parent.

An employee shall be entitled to extend the parental leave (including adoption leave) by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition.

- (b) In the case of the birth mother, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article 10.03A. The combined maternity and parental leave will not exceed fifty-two (52) weeks unless otherwise provided for by this Collective Agreement or by the Employment Standards Act.
- (c) In the case of the birth father, this leave must be taken within the fifty-two (52) week period immediately following the birth of the child. In order to be eligible for such leave, the employee may be required to furnish to the Company proof of the child's birth.
- (d) In the case of the Adopting Parent, this leave must be taken within the fifty-two (52) week period after the child is placed with the parent. In order to be eligible for such leave, the employee may be required to furnish the Employer proof of adoption.
- (e) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

- (f) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's parental leave (including adoption leave).
- (g) The Employer will continue to make payments to a pension, medical or other benefit plan as though the employee was not on leave. If both the Employer and the employee pay the cost of the plan and if the employee elects to continue to pay their share of the premium cost of the benefit plan, then the Employer will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- (h) Employees desiring to return to regular employment following Parental Leave shall notify the Employer at least two (2) weeks prior to the expiry date of the Parental Leave.
- (i) When an employee on parental leave (including adoption leave) fails to notify the Employer of their desire to return to work, or when an employee fails to return to work after giving notice, the Employer may elect to fill the resulting job vacancy pursuant to the terms of the Collective Agreement.

10.07 Vacation Entitlement and Vacation Pay during Parental Leave (including Adoption Leave):

Upon return to work from Parental Leave an employee shall be deemed to have been continuously employed for the purpose of calculating the employee's entitlement to vacation leave. The minimum amount of vacation pay for such vacation leave shall be calculated based on the employee's applicable gross wages/earnings during the vacation entitlement year.

10.08 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.09 Family Responsibility Leave

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

10.10 Domestic and Sexual Violence Leave

In accordance with the Employment Standards Act, when an employee, or an eligible person with respect to an employee, experiences domestic or sexual violence, the employee is entitled upon request, during each calendar year, to:

- (a) Up to five (5) days of leave with pay; and,
- (b) Up to an additional five (5) days unpaid leave, in units of one or more days or for one continuous period; and,
- (c) In addition to the above period of time, up to fifteen (15) weeks unpaid leave.

Notwithstanding the above, in the event further legislation comes into force regarding domestic and sexual violence leave that applies to the Employer, the Employer will provide such leave consistent with the legislation and the Employer will not be required to provide leave with or without pay in excess of the requirements in such legislation.

10.11 Compassionate Care Leave

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

- 1) In this section, “family member” means:

in relation to an employee:

- (a) the employee’s spouse, child, parent, grandchild or grandparent;
- (b) any person who lives with the employee as a member of the employee’s family;
- (c) the employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
- (d) the spouse of the employee’s sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- 2) in relation to an employee’s spouse:

- (a) the spouse’s child, parent or step-parent, sibling or step-sibling;
- (b) the spouse’s grandparent, grandchild, aunt or uncle, niece or nephew;
- (c) the spouse’s current or former foster parent, or current or former ward; and
- (d) anyone else who the employee considers to be a close relative regardless of blood, adoption, marriage or common law partnership.

- 3) An employee who requests leave under this section is entitled up to twenty seven (27) weeks unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within twenty six (26) weeks, or such other period as may be prescribed after

- (a) The date the certificate is issued, or
- (b) If the leave began before the date the certificate is issued, the date the leave began.

- 4) The employee must give the employer a copy of the certificate as soon as practicable.

- 5) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (3) begins.
- 6) A leave under this section on the last day of the week in which the earlier of the following occurs;
 - (a) The family member passes away;
 - (b) The expiration of twenty six (26) weeks or other prescribed period from the date leave began.
- 7) A leave taken under this section must be take in units of one (1) or more weeks.
- 8) If an employee takes leave under this section and the family member to whom subsection (3) applies does not pass away within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate oin accordance with subsection (3), and subsection (4) to (7) apply to the further leave.
- 9) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
 - (a) An employer will continue to make payments to the plans, unless the employee chooses not to continue with thei share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
 - (b) An employer may not terminate and employee, or change a condition of employment because of leave, without the employee's written consent.
 - (c) When the leave ends, the employer must place the employee in their former position or a comparable one.

ARTICLE 11 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

11.01 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 fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- (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. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

11.02 Medical Plan

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

11.03 Wage Indemnity Plan

The MoveUP Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five (75%) percent of earnings when unable to work due to sickness or accident) shall be made available to all regular and regular part-time employees. The Employer shall pay the full premium cost for the employee's coverage under such plan.

- 11.04 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 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

11.05 Dental Plan

The MoveUP prepaid Dental Plan shall be made available to regular and regular part-time employees desiring same. Premium costs for coverage under the MoveUP Plan shall be paid for by the Employer.

Effective January 1, 2000

Coverage is: Part A – 100%
Part B – 60%
Part C – 60% (Ortho coverage, with a \$3,000 lifetime limit)

11.06 Extended Health Benefit Plan

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of five hundred dollars (\$500.00) every two (2) years, eye examination coverage at \$75 per year for employees and their dependents, a hearing aid option of five hundred dollars (\$500.00), lifetime maximum, and coverage of registered psychologist treatments up to two hundred dollars (\$200.00) every twelve (12) months. Premium costs shall be fully paid by the Employer.

Extended health care lifetime maximum limit \$1,000,000.00.

Increase the following paramedicals to \$500 effective on the date of ratification of the 2013-2014 Collective Agreement.

Acupuncture from \$80 payable to \$500 per calendar year
Chiropractor from \$160 payable to \$500 per calendar year
Naturopath from \$160 payable to \$500 per calendar year
Podiatrist from \$160 payable to \$500 per calendar year

Employer to contact Pacific Blue Cross about including an Employee Assistance Program under Extended Health Benefits.

11.07 Pension Plan

(a) Employer contributions to MoveUP Union Pension Plan shall be as follows:

December 31, 2001 – 10.25% of salary

(b) Hours on which payment shall be based are as follows:

Annual Vacation

Straight time hours worked

Statutory Holidays

Banked overtime hours if taken in pay

Straight time equivalent of overtime hours if not banked

Paid Sick Leave

(c) Contributions shall be made for all employees who are not covered by Employer's existing pension plans.

(d) All employees hired after January 13th, 1982, shall be enrolled in the MoveUP Union Pension Plan.

(e) The Employer shall make payment to the Trustees of the MoveUP Union Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by MoveUP.

(f) MoveUP will send a copy of the annual statement of the Pension Plan to the President of the UFAWU-Unifor, no later than one (1) month from the date of a written request by the Employer.

11.08 Group Life Insurance

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide sixty thousand dollars (\$60,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits to age seventy (70) years.

- 11.09 E.I. Premium Reduction
The Employer agrees that five-twelfths (5/12ths) of the E.I. Premium Reduction will be paid back to the employee annually, where applicable.
- 11.10 Benefit Plan Coverage
Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.
- 11.11 Long Term Disability
The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]).
- 11.12 Employee Assistance Program
The Employer agrees, upon request from the Union, to enter into discussions, with the intent wherever possible to implement, a mutually agreeable Employee Assistance Program.
The Employer and the Union agree that Pacific Blue Cross is the provider of the Employee and Family Assistance Program.

ARTICLE 12 - WAGES

- 12.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 12.02 Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 or 20 of this Agreement.
- 12.03 It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employees wage rate unless otherwise specifically provided for by this Agreement. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer.
- 12.04 Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.
- 12.05 Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.
- 12.06 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 12.07 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate for the period so employed, provided the employee 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 6 foregoing.
- 12.08 Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours' pay.
- 12.09 The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02
- (a) Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
 - (b) An employee who leaves the bargaining unit and returns within six (6) months shall have their service and benefits restored.
- 13.03 An employee laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05 Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.
- 13.06 When on approved leave of absence on Union business under Article 6, sick leave and extended sick leave under Article(s) 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01, will be credited with accumulative seniority as defined in Article 13.07.
- 13.07 Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
- 13.08 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 - PROMOTION, LAYOFF AND RECALL

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

Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.

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

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

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

14.03 Layoff

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives as soon as possible and no reduction of staff shall occur until such a meeting has taken place. Once the Employer has met with the Union the following procedure shall be adopted:

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

14.04 Notice of Lay-off

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

- (a) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites.)

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

14.05 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.

14.06 Recall

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

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

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

ARTICLE 15 - GENERAL

- 15.01 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 15.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.03 The Employer agrees to have all public stenography done by a public stenographer who is a member of this Union, if available, and can supply the Union Label.
- 15.04 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Article 15.03 above.

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

15.05 Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed six and one-half (6½) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of six and one-half (6½) hours, shall be considered overtime and paid as such.

- 15.06 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.)

- 15.07 It is agreed by the Parties that the Agreement will be prepared on an alternate basis.

15.08 Tuition Fees

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

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

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

- 15.09 The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance, in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.
- 15.10 An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be unreasonably denied.
- 15.11 Upon written request employees will be allowed to review their personnel file annually. Verbal and written disciplines will be removed from an employee's file after twelve (12) months and disciplinary suspensions will be removed after twenty-four (24) months provided the employee has been discipline free for the prescribed period.

ARTICLE 16 - DISCHARGE AND TERMINATION

- 16.01 It is hereby agreed that the Employer has the right to discipline or discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge, with a copy to the Union and a Union Job Steward and/or Union Representative shall be present at the meeting held to terminate the Employee's employment with the *Employer*.
- 16.02 If a regular employee is terminated, except as provided in Article 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.
- 16.03 If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan benefits.
- 16.04 If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration 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 Board or pursuant to the mutual findings of the Union and the Employer, reinstated 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.
- 16.05 An employee whose employment is terminated by the Employer, as set forth in Article 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation

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

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

17.03 In cases where re-training is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment, bumping rights pursuant to Article 14.03 or elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

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

17.05 Severance Pay – Regular Employees

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 twelve (12) weeks. Severance pay shall be payable to an employee immediately upon termination.

Note: If a Regular is laid off and at the end of the one (1) year-recall period is not recalled, severance pay in the amount of one (1) weeks pay for each year of service will be paid, to a maximum of twelve (12) weeks.

The foregoing shall not apply to employees dismissed for just cause.

17.06 Off Premises Equipment

Should the office of the Employer need to close for a period of time during a crisis for reasons out of the Employers control the parties agree to discuss work from home options.

ARTICLE 18 – GRIEVANCES

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A 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.

STEP 1: 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, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to another Union Representative, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.

STEP 2: Any grievance must be filed within twenty-five (25) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

STEP 3: If no agreement can be reached on the grievance or dispute within ten (10) working days from the date it was first presented by the Job Steward or Union Representative, following the written reply at step 2, the matter may then be referred to the Arbitration procedure outlined in Article 19 or 20 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

- (a) A Union Representative must be present at all disciplinary meetings with an employee and at all of the steps of the grievance procedure. Attendance at such meetings and investigation of grievances will be without loss of pay.

ARTICLE 19 - SINGLE ARBITRATOR

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

1. The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) working days of such notice or in the event one of the Parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make their award within fifteen (15) working 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 their 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.

4. 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 - ALTERNATE DISPUTE RESOLUTION

20.01 At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, except discharge or termination grievances or suspension grievances over twenty-one (21) working days, either party may refer the unresolved grievance to Alternate Grievance Dispute Resolution as set out below.

- 1) The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 19 — Single Arbitrator.
- 2) Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:
 - (a) summary of the grievance
 - (b) the alleged violation of the collective agreement, and
 - (c) the remedy sought
- 3) Such written statement will be referred to a mutually agreed mediator, for mediation and a non-binding recommendation to settle the grievance.
- 4) The parties may provide to the Mediator above, an Agreed Statement of Facts.
- 5) The Mediator’s recommendations will be issued within two (2) weeks of the mediation.
- 6) The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
- 7) The Mediator’s recommendation will be without prejudice and will have non-precedential value in any other proceeding.

ARTICLE 21 - HEALTH AND SAFETY

21.01 Eye Examinations

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

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

The Employer shall grant leave of absence with pay 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.

21.02 Pregnancy

A pregnant employee shall not be required to operate a Visual Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer. The employee shall be paid the appropriate rate of pay during such alternative employment.

If alternate work is not available, the employee will be considered to be on leave of absence without pay until they qualify for maternity leave of absence.

21.03 Office Equipment

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

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard (to include VDT equipment for radiation emissions and screen clarity).

The Employer shall provide instruction in the safe and proper usage of all office equipment

The Employer shall ensure that employees operating VDTs continuously shall have a ten (10) minute change of duty in each hour of continuous operation.

ARTICLE 22 – SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE

- (a) MoveUP and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - ii) a reprisal, or threat or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
 - iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Article (c) (iii) herein.
 - iv) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
 - v) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the twenty-five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.
 - vi) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
 - vii) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

ARTICLE 23 - DURATION

23.01 Duration

This Agreement shall be binding and remain in full force and effect on and after the 01 January 2018, to and including the 31 day of December, 2020 and shall automatically be renewed from year to year thereafter.

23.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

23.03 Agreement to Continue In Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

23.04 Exclusion of Operation: Section 50(2) and 50(3) L.R.C.

The Parties agree to exclude the operation of Section 50(2) and 50 (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this _____ 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;

"original signed"

Emily Orr, Business Agent
United Fishermen and Allied Workers'
Union – Unifor

"original signed"

Phillip Bargaen, Union Representative
MoveUP

E&OE
PB:hb usw2009

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

January 1, 2021 – 2%	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
CATEGORY I Office Assistant	Hourly	<u>\$21.15</u>	<u>\$21.53</u>	<u>\$21.94</u>
CATEGORY 2 Administrative Assistant 1	Hourly	<u>\$23.35</u>	<u>\$23.75</u>	<u>\$24.12</u>
CATEGORY 3 Administrative Assistant 2	Hourly	<u>\$25.34</u>	<u>\$25.76</u>	<u>\$26.13</u>

January 1, 2022 – 2%	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
CATEGORY I Office Assistant	Hourly	<u>\$21.57</u>	<u>\$21.96</u>	<u>\$22.38</u>
CATEGORY 2 Administrative Assistant 1	Hourly	<u>\$23.82</u>	<u>\$24.23</u>	<u>\$24.60</u>
CATEGORY 3 Administrative Assistant 2	Hourly	<u>\$25.85</u>	<u>\$26.28</u>	<u>\$26.65</u>

January 1, 2023 – 2%	Hourly	Start Rate	After 6 Mths.	After 12 Mths.
CATEGORY I Office Assistant	Hourly	<u>\$22.00</u>	<u>\$22.40</u>	<u>\$22.83</u>
CATEGORY 2 Administrative Assistant 1	Hourly	<u>\$24.30</u>	<u>\$24.71</u>	<u>\$25.09</u>
CATEGORY 3 Administrative Assistant 2	Hourly	<u>\$26.37</u>	<u>\$26.81</u>	<u>\$27.18</u>

- 1) Regular part-time employees shall be subject to the regular employee wage progression scale.

Differentials

Training:

A worker who, in addition to their normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to their regular salary, a training differential of one dollar (\$1.00) per hour .

Supervisor:

A worker who, in addition to their normal duties, is required to supervise one or more persons shall receive, in addition to their regular salary, a supervisory differential of one dollar (\$1.00) per hour.

WAGE REOPENER

Both Parties recognize and acknowledge the current economic situation within the fishing industry. Notwithstanding this fact, should the UFAWU – Unifor see an increase in its revenue that may justify an increase in wage rates, either party may initiate meetings with the intent to

negotiate new wage rates for the duration of the contract. Should this negotiation be unsuccessful, the current rates will remain for the duration of the agreement.

APPENDIX "B"

JOB DESCRIPTIONS

CATEGORY 1 - Office Assistant

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

- 1) Performs a variety of basic clerical and support functions including answering telephones, stuffing envelopes, assisting with mail-outs, filing, and data entry as needed.
- 2) Lays out and types from rough draft or verbal instructions a variety of material including correspondence.

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

EQUIPMENT USED

Photocopier, postage machine, folder, fax, personal or network computer, phone – switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

QUALIFICATIONS

Grade 10 or six (6) months office experience.

Word Processing

CATEGORY 2 - Administrative Assistant 1

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

- 1) Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.
- 2) Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.
- 3) Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains

membership records, ensures member is in good standing, and maintains dispatch records.

EQUIPMENT USED

Photocopier, postage machine, folder, fax, personal or network computer, phone - switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

QUALIFICATIONS

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

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

CATEGORY 3 - Administrative Assistant 2

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

BASIC PURPOSE

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

DUTIES AND RESPONSIBILITIES

- 1) Operates a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data; also graphics, basic desktop publishing and clipart methods for in-house or external printing.
- 2) Produces financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year-end

financial statements; prepares accounting statements and performs some electronic banking.

- 3) Ensures adequate stock of office stationary and supplies including maintaining inventory of same.
- 4) Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.

EQUIPMENT USED

Photocopier, postage machine, folder, fax, personal or network computer, phone-switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

QUALIFICATIONS

Grade 12 or equivalent and three (3) years related experience or, depending on the position:
successful completion of a recognized secretarial program and two (2) years related experience.
successful completion of bookkeeping courses and two (2) years related experience.
successful completion of office systems program and two (2) years related experience.
successful completion of word processing courses and two (2) years related experience.

APPENDIX "C"

HEALTH AND WELFARE/BENEFIT PLAN OFFICES – TASK LIST

CATEGORY 2

Administrative Assistant 1:

Maintain enrolment records:

- set up file for new contributors;
- record changes of address/dependents/coverage on cards or enter into computer;
- advise carriers of changes;
- update information system regularly to remove inactive members.

CATEGORY 3

Administrative Assistant 2:

Perform any of the following:

- 1) Maintain hour bank and contribution records for benefits and pension plans
 - receive, check, batch and enter Employer remittance reports into computer or post manually
 - calculate pension benefits and enter into computer or ledger
 - receive self-payments, check and enter into computer or ledger
 - deposit funds received
 - process reciprocal transfer or hours
 - balance hour bank accounts
 - prepare status reports on a regular basis.
- 2) Answer member enquiries/Employer enquiries.
 - provides information in regard to non-routine enquiries.
- 3) Validate claims for payment.
 - determine eligibility of claimant for benefits
 - check receipts
 - check calculations
 - prepare payment documents.