

# COLLECTIVE AGREEMENT

Between:

TEAMSTERS LOCAL 31



and

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378



Effective: April 1, 2011 to March 31, 2017

# COLLECTIVE AGREEMENT

**BETWEEN:** TEAMSTERS LOCAL UNION 31  
(hereinafter referred to as the "Employer")

*Party of the First Part;*

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

*Party of the Second Part;*

---

## TABLE of CONTENTS

	<i>Page</i>
ARTICLE 1 — PURPOSE.....	1
ARTICLE 2 — BARGAINING UNIT and RECOGNITION.....	1
ARTICLE 3 — UNION SECURITY .....	1
ARTICLE 4 — THE RIGHTS of the EMPLOYER.....	2
ARTICLE 5 — DEFINITION of EMPLOYEES .....	2
ARTICLE 6 — UNION REPRESENTATION.....	3
ARTICLE 7 — HOURS of WORK and OVERTIME.....	4
ARTICLE 8 — STATUTORY HOLIDAYS.....	5
ARTICLE 9 — ANNUAL VACATIONS.....	6
ARTICLE 10— LEAVE of ABSENCE.....	7
ARTICLE 11— SICK LEAVE, WELFARE PLANS and PENSION PLAN.....	7
ARTICLE 12— WAGES.....	9
ARTICLE 13— SENIORITY .....	10
ARTICLE 14— PROMOTION, LAYOFF and RECALL .....	10
ARTICLE 15— GENERAL.....	12
ARTICLE 16— DISCHARGE and TERMINATION.....	13
ARTICLE 17— TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY.....	13
ARTICLE 18— GRIEVANCES.....	14
ARTICLE 19— ARBITRATION .....	14
ARTICLE 20— SINGLE ARBITRATOR .....	15
ARTICLE 21— EMPLOYMENT STANDARDS ACT .....	15
ARTICLE 22— DISCRIMINATION / HARASSMENT .....	16
ARTICLE 23— HEALTH and SAFETY.....	16
ARTICLE 24— DURATION .....	17
APPENDIX "A" .....	18
APPENDIX "B" .....	19
APPENDIX "C" .....	22

**BETWEEN: TEAMSTERS LOCAL UNION 31**  
(hereinafter referred to as the "Employer")

*Party of the First Part;*

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

*Party of the Second Part;*

---

---

## **ARTICLE 1 — PURPOSE**

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

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

- 2.1** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 15, 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.

## **ARTICLE 3 — UNION SECURITY**

- 3.1** The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.2** The Union recognizes the right of the Employer to hire whom they choose, subject to the Seniority provisions contained herein. The Employer agrees to advise the Union office when requiring office workers, to give the Union an opportunity to refer suitable applicants for employment.
- 3.3** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.
- 3.4** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month, and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.

## ARTICLE 4 — THE RIGHTS of the EMPLOYER

- 4.1 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement, and the right of the Union or employee to grieve as provided in Articles 18, 19 and 20.

## ARTICLE 5 — DEFINITION of EMPLOYEES

### 5.1 Probationary Period

All new employees, except temporary and casual employees, will be considered probationary for the first five hundred and twenty-eight (528) hours worked. After five hundred and twenty-eight (528) hours, an employee will attain regular status and shall have seniority credited from the last date of entry as an employee of the Employer. A temporary employee transferred to, or attaining regular status, may at the Employer's discretion, be required to serve all or part of a probationary period of five hundred and twenty-eight (528) hours worked.

### 5.2 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 2 of this Agreement, and who has completed the probationary period.

### 5.3 Regular Part-Time

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

- (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 statutory 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 pro rated in accordance with the actual time worked during the period the vacation was earned, and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

### 5.4 Temporary

A temporary employee is one so informed by the Employer at the start of employment. Temporary employees are those employees hired as direct replacements for employees off for any reason not to exceed five hundred and twenty-eight (528) hours worked. 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. Temporary employees will be granted not less than four (4) hours work to a maximum of eight (8) hours per day and seventy-two (72) hours in a two week period.

**5.5 Casual**

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

**5.6** The Employer or his 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**

**6.1** The Employer shall recognize the Representative(s) selected by the Union for the purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

**6.2** The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the employees.

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

**6.4** The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

**6.5** All conversations between Office Stewards and grievors pertaining to terms and conditions of employment, or pertaining to any matter in the Collective Agreement shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between Stewards and members.

**6.6** The Office 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.

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

- 6.8**
- (a) 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.
  - (b) An employee may apply for an unpaid leave of absence for the purpose of fulfilling responsibilities as a full-time officer of the Union. Such leave may be granted for a period of up to twenty-four (24) months and will be subject to

seniority accrual. Permission for such leave must be obtained from the Employer in writing.

## **ARTICLE 7 — HOURS of WORK and OVERTIME**

- 7.1** A regular work day shall consist of eight (8) hours work between the hours of 8:00 a.m. and 6:00 p.m.. There shall be no split shifts.
- 7.2** Regular (full-time and part-time) employees shall work nine (9), eight (8) hour days in a two (2) week period between Monday and Friday. Each regular (full-time and part-time) employee shall schedule one (1) day off without pay in each two (2) week period so worked.
- (a) The Employer is not obligated to assign an employee to replace a Supervisor on his/her day off.
  - (b) COPE 15 agrees that employees may be required to fill in positions other than their own to accommodate a co-worker's day off.
  - (c) The occurrence of a statutory holiday shall not affect the employee's right to take his/her day off. Should a statutory holiday fall on an employee's scheduled day off, the employee shall receive an additional day 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.
  - (d) Absence due to illness on any day but a scheduled day off shall not affect the employee's right to take the scheduled day off. Employees ill on the scheduled day off are not entitled to an additional day off.
- 7.3** Except where the employee and Employer agree to a longer lunch period, a one-half (½) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day. Precise time to be arranged between the Employer and employee.
- 7.4** Two (2) relief periods per day, of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.
- 7.5** **Overtime Premiums**  
All time worked before or after the regularly established working day or in excess of eight (8) hours per day, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro rated hourly rate.
- 7.6** 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 pro rated hourly rate.
- 7.7** All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

- 7.8 Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at overtime rates, provided the employee reports for such work.
- 7.9 Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day's notice is given. Employees requested to work beyond their regular emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period, shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing clause 7.7, shall be separate and apart from the above premium provisions.
- 7.10 Overtime shall be on a voluntary basis, and all things being equal, will be distributed between all members of the office staff.
- 7.11 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.
- 7.12 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

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

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

- 8.2 Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted, and overtime rates will not prevail for the work performed on Easter Monday. Should the Employer however, request the employee to work on the agreed day off, then overtime rates shall apply.
- 8.3 **"Floating" Holiday**  
In addition to the holidays stipulated in clause 8.1 above, upon completion of three (3) month's service, each employee shall be entitled to one (1) paid holiday in each year of service thereafter. This will be known as a "floating" holiday to be taken at a time

mutually agreeable to the Employer and the employee, subject to a minimum of two (2) weeks' advance notice by the employee.

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

## **ARTICLE 9 — ANNUAL VACATIONS**

- 9.1**
- (a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
  - (b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
  - (c) If an employee is absent from work for more than five hundred (500) hours in a service year, the employee may be paid at the respective percentage of gross earnings. Notwithstanding the above, if the employee has been paid for one thousand (1,000) hours other than for sick leave, wage indemnity, or long-term disability, the employee shall be deemed to have completed the year.
- 9.2** Each employee who completes five (5) years service, shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate, or eight (8%) per cent of gross earnings for the period in which vacation was earned, whichever is greater.
- 9.3** For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.
- 9.4** Payment for vacation entitlements outlined in clause 9.3 above shall be:
- (a) 21 and 22 days – eight per cent (8%) of gross earnings or current wage rate, whichever is greater.
  - (b) 23 to 27 days inclusive – ten per cent (10%) of gross earnings or current wage rate, whichever is greater.
  - (c) 28 days and over – twelve per cent (12%) of gross earnings or current wage rate, whichever is greater.
- 9.5** On December 31st of each year, an employee shall receive a vacation bonus of two per cent (2%) of gross earnings earned in the preceding twelve (12) months. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination, an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.
- 9.6** Senior employees shall be given preference in the selection of vacation periods.



## ARTICLE 10 — LEAVE of ABSENCE

- 10.1** Any employee may apply for, and where possible receive, up to six (6) months leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer, in writing.
- 10.2** **Bereavement Leave**  
In cases of death in the immediate family, i.e. husband, wife, common-law spouse, son, daughter, step-child, father, father-in-law, mother, mother-in-law, grandparents, grandchildren, sister or brother, an employee shall be granted up to four (4) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement, or other accrued time off.
- 10.3** **Pregnancy and Parental Leave**  
For the purpose of this Article, "Spouse" includes common-law partner within the meaning of the Family Relations Act. Pregnancy and parental Leave will be granted in accordance with the appropriate Provincial and Federal Legislation. Seniority shall accrue during Pregnancy and Parental Leave.
- 10.4** **Adoption**  
Adoption leave shall be granted in accordance with the Employment Standards Act 1995 Part 6.
- 10.5** **Family Responsibility and Compassionate Care Leave**  
The Employer shall grant, upon request, unpaid Family Responsibility Leave and/or Compassionate Care leave in accordance with Section 52 and 52.1 of the B.C. Employment Standards Act.

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

- 11.1** **Sick Leave**
- (a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year, up to a maximum of forty-six (46) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days. The Employer may also request a report from a qualified medical practitioner for any illness of three (3) days or less, if it appears that a pattern of absence is developing.
- (b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan, shall be paid by the Employer from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick Leave" shall not accumulate while an employee is absent because of a disability.

(c) Any employee, upon retirement, shall be paid 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.

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

**11.3** Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in clause 11.1, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

**11.4 Pension Plan**

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

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

<u>April 1, 2015:</u>	<u>Six dollars and forty-five cents (\$6.45) per hour.</u>
<u>April 1, 2016:</u>	<u>Six dollars and ninety-five cents (\$6.95) per hour.</u>

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

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

**11.5 E.I. Premium Reduction**

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

**11.6 Severance Pay Plan**

Regular and regular part-time employees shall receive a Severance Pay Plan trusted and administered by the Union. The Employer shall make contributions to the Plan for each contributing member as stated above in their employ, at the rate of fifty-six (\$56.00) dollars per month.

## ARTICLE 12 — WAGES

- 12.1** Employees will be classified in accordance with the skills used, and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories and the job descriptions as set forth in Appendices "A" and "B", which are attached hereto and made part of this Agreement.
- 12.2** Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration procedure, as defined in Articles 18 or 19 of this Agreement.
- 12.3** It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No 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. Nor can it be so construed, that any employee may not be given a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.
- 12.4** 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.
- 12.5** Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in wage rate for such positions. The Employer recognizes equal pay for equal work.
- 12.6** Any employee working regularly on a combination of classifications, shall be paid the wage scale of the highest classification worked within service range.
- 12.7** 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 fulfills the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (½) 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 clause 12.6 foregoing.
- 12.8** Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.
- 12.9** The Parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

## ARTICLE 13 — SENIORITY

- 13.1 Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.2 Except as otherwise provided in this Agreement, 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.
- 13.3 An employee laid-off and placed on the recall list under clause 14.5, will be credited with unbroken seniority upon recall within the recall period.
- 13.4 No seniority shall accrue for short terms of temporary work, except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.5 Regular part-time employees will be considered as regular employees, and credited with seniority on a pro rated basis consistent with the period employed.
- 13.6 When on approved leave of absence on Union business under clause 6.8(a), 6.8(b) and 10.5; sick leave and extended sick leave under clauses 11.1 and 11.4, and Maternity Leave clause 10.3, an employee will continue to accrue seniority. Employees granted extended leave of absence under clause 10.1, will be credited with accumulative seniority as defined in clause 13.7 below.
- 13.7 Accumulative seniority is defined as total elapsed time as a member of the Union, and an employee in a job classification within the bargaining unit.
- 13.8 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## ARTICLE 14 — PROMOTION, LAYOFF and RECALL

- 14.1 (a) The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.
- (b) The Employer agrees to post all vacancies.
- 14.2 Promotions shall be made on the basis of seniority, ability and experience. In the event two or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum wage rate paid on promotion shall be at the employee's length of service step with the Employer.

### **14.3 Layoff**

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

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower labour grade with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

**14.4** All regular (i.e. permanent) employees shall be given, in writing, the following notice of layoff or salary in lieu of notice:

- (a) Two (2) weeks notice where the employee has been employed less than three (3) years.
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice up to a maximum of eight (8) weeks notice.

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

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

### **14.6 Recall**

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

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

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

## ARTICLE 15 — GENERAL

- 15.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 15.2 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 15.3 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.4 All members shall be required to use their Union Label.
- 15.5 The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union with the designation of Local 15 and shall remain the sole property of the Union.
- 15.6 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit. Work in this regard includes any final draft copy and data base updating.
- 15.7 **Jury Duty**  
An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.
- 15.8 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).
- 15.9 **Picket Lines**  
It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

- 15.10** During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.
- 15.11** Upon request, an employee shall be entitled to review his/her personnel file annually and in the event of a grievance. Disciplinary action shall be removed from an employee's file after twelve (12) months.

#### **ARTICLE 16 — DISCHARGE and TERMINATION**

- 16.1** It is hereby agreed that the Employer has the right to discharge for just cause. The Employer will provide the employee with a written statement, if requested, setting out the cause for discharge within seventy-two (72) hours (excluding weekends and holidays) of such discharge.
- 16.2** If an employee resigns without giving two (2) weeks written notice, such employee shall forfeit all Welfare Plan benefits.
- 16.3** 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, re-instated to his/her 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.
- 16.4** An employee whose employment is terminated by the Employer, as set forth in clause 16.1 above, shall be paid all vacation credits and salary due upon such termination of employment.

#### **ARTICLE 17 —TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY**

- 17.1** Wherever possible, the Employer will provide the Union with six (6) months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.
- 17.2** Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.
- 17.3** In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this clause, shall receive all the benefits he/she had accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.

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

**17.5 Severance Pay**

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

## **ARTICLE 18 — 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 Office Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Business Representative of the Union, who will then take up the grievance as set forth in this clause. The employee may or may not be present as she or he may elect.

**STEP 2:**

Any grievance must be filed within five (5) 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) days from the date it was first presented by the Office Steward or Business Representative of the Union, 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.

## **ARTICLE 19 — ARBITRATION**

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to an Arbitration Board of three (3) persons, composed as follows:

1. The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment and the particulars of the grievance in dispute.



2. The Party receiving the notice shall, within five (5) days, appoint a member to the Board and shall notify the other Party of its appointment.
3. The two arbitrators so appointed shall confer to select a third Party to be Chairman and failing, for five (5) days from their appointment, to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman.
4. The Arbitration Board shall hear the Parties, settle the terms of question to be arbitrated, and make its award within fifteen (15) days of appointment of a Chairman, except when the time is extended by the agreement of the Parties. The Board shall deliver its award, in writing, to each of the Parties and the award of the majority of the Board shall be final and binding on the Parties and shall be carried out forthwith.
5. Each Party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half (½) the expenses of the Chairman.

#### **ARTICLE 20 — SINGLE ARBITRATOR**

As an alternative procedure to Article 19, the Parties to this Agreement may, if it is mutually agreed to do so, use the services of a single arbitrator as a means of settling grievances and disputes.

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) 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 his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his 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. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.
4. Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.

#### **ARTICLE 21 — EMPLOYMENT STANDARDS ACT**

The employer agrees that any provision of the Employment Standards Act 1995, not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement as it applies to a particular employee or group of employees, shall be deemed to be a part of this Collective Agreement for that particular employee or group of employees.

## ARTICLE 22 — DISCRIMINATION / HARASSMENT

- 22.1 The employer recognizes the right of employees to work in an environment free from personal harassment.
- 22.2 Personal harassment is defined by the parties as behaviour which denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile or offensive work environment, and which may also constitute discrimination on the basis of any of the grounds prohibited under the BC Human Rights Code.
- 22.3 The Employer recognizes common-law and same-sex family relationships, and agrees to provide all rights and benefits available under this Agreement to employees in common-law and same-sex relationships in the same manner as provided to employees in heterosexual legal marriages.

## ARTICLE 23 — HEALTH and SAFETY

### 23.1 Eye Examinations

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

- (a) eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year.
- (b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by Insurance.

### 23.2 Pregnancy

A pregnant employee shall not be required to operate a Video 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.

### 23.3 New V.D.T. Equipment

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

### 23.4 Noise Abatement

The Employer shall install adequate sound abatement cabinets around Titan computer printers.

## ARTICLE 24 — DURATION

- 24.1** This Agreement will be in full force and effect on and after the **1st** day of **April 2011**, to and including the **31st** day of **March 2017**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the **31st** day of **March 2017**, or sixty (60) days prior to the 31st day of March, in any year subsequent thereto.
- 24.2** It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia.
- 24.3 Severability**  
In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SIGNED ON BEHALF OF THE EMPLOYER:**  
*Party of the First Part*

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

"original copy signed"  
Stan Hennessy, President

"original copy signed"  
Barry Hodson, Union Representative

"original copy signed"  
Stephanie Pike, Job Steward

*E&OE*

**APPENDIX "A"**  
**WAGE RATES**

CATEGORY	PROGRESSION	HOURLY WAGE RATES			
		Effective April 1, 2013 \$0.85/hour	Effective April 1, 2014 \$0.85/hour	Effective April 1, 2015 \$0.60/hour	Effective April 1, 2016 \$0.60/hour
<b>Category 1</b> Junior Clerk	Start	24.06	24.91	25.51	26.11
	at 6 months	24.58	25.43	26.03	26.63
	at 12 months	25.08	25.93	26.53	27.13
<b>Category 2</b> Clerk-Typist	Start	24.91	25.76	26.36	26.96
	at 6 months	25.47	26.32	26.92	27.52
	at 12 months	25.93	26.78	27.38	27.98
<b>Category 3</b> Secretary 1	Start	26.00	26.85	27.45	28.05
	at 6 months	26.82	27.67	28.27	28.87
	at 12 months	27.52	28.37	28.97	29.57
<b>Category 4</b> Secretary II Titan Operator Dispatcher General Assistant Word Processor	Start	26.51	27.36	27.96	28.56
	at 6 months	27.71	28.56	29.16	29.76
	at 12 months	29.00	29.85	30.45	31.05
<b>Category 5</b> Bookkeeper Secretary III	Start	26.82	27.67	28.27	28.87
	at 6 months	27.93	28.78	29.38	29.98
	at 12 months	29.62	30.47	31.07	31.67
<b>Category 6</b> Office Coordinator Bookkeeper – Payroll Officer	Start	31.44	32.29	32.89	33.49

- Temporary and Casual employees shall receive top rate of pay; 8% vacation pay; and Employer pays employee portion of CPP.
- All employees, including Angela Martin, will be paid a signing bonus equal to 3% of their gross earnings received between April 1, 2011 and March 31, 2013. This shall be paid upon ratification and each employee shall be entitled to direct this bonus to their RRSP if they so wish.

## APPENDIX "B"

### JOB CLASSIFICATIONS

#### COPE EMPLOYEES of TEAMSTERS LOCAL UNION 31

---

##### CATEGORY 1

###### **Junior Clerk**

A worker under direct supervision who performs the following clerical duties:

- Answer telephones – excluding switchboard
- Typing envelopes and lists
- Sorting and collating material
- Mail distribution
- Operates office machines such as photocopier, postage meter, gestetner
- Filing

##### CATEGORY 2

###### **Clerk-Typist**

A worker under supervision who performs the following clerical duties:

- Type stencils, letters and reports from draft copy
- Operates a telephone switchboard
- Acts as a receptionist
- Operates office machines such as photocopier, postage meter, gestetner, calculator

##### CATEGORY 3

###### **Secretary I**

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

- Taking dictation and transcribing from a dictaphone
- Filing
- Locates information from files
- Typing letters and reports from a draft copy
- Operates office machines such as photocopier, postage meter, calculator, telex, microfiche printer and reader
- Receives and responds to routine office enquiries by phone, at counter, or by correspondence (preset from letters)
- Makes travel arrangements for one or more persons
- Maintains office files and supplies

## CATEGORY 4

### **Secretary II**

A worker who is required to perform a variety of office operations with or without supervision. The work generally involves all phases of routine office duties including:

- Taking and transcribing dictation in shorthand or from dictaphone
- Types prepared minutes and reports
- Researches material as directed
- Operates office machines such as photocopier, postage meter, calculator, telex, microfiche printer and reader
- Receives dues and incoming cash at counter and issues receipts

### **TITAN Operator**

- A worker who, with or without supervision, performs the following duties:
- Clerical data input (converting, etc.) /output and verification work by manually keying a variety of data into TITAN
- Ensures information input is verified for accuracy with data supplies (including balance of computer totals)
- Receives membership dues by check-off or from individual members
- Issues receipts and posts monies pertaining to Local Union business, i.e. withdrawal or transfer fees, benefit cheques, etc.
- Verifies check-offs with cheques and posts same
- Ensures that printer and console are ready for operation and that line printer paper and ribbons are in adequate supply

### **Word Processor**

A worker who has knowledge of the specific capabilities of the Word Processor and its applications to the work assigned. The position requires periodic training on the updating of the equipment. Duties include typing a variety of materials such as:

- Lengthy and complex documents
- Form letters, stencils and forms
- Technical material
- Figures
- Revising material according to editing instructions
- Establishing cataloguing system for the Word Processor equipment

## CATEGORY 5

### **Secretary III**

A worker who assumes responsibility without direct supervision and makes decisions within the scope of assigned authority. The work generally involves all phases of routine office duties including:

- Taking minutes of meetings
- Taking and transcribing dictation from shorthand or from dictaphone
- Prepares and circulates agendas
- Schedules meetings or appointments
- Screens telephone calls and mail
- Makes travel arrangements
- Composes routine letters and answers correspondence
- Assumes responsibility for implementing or following procedures
- Maintains confidential files
- Compiles statistics or reports as directed
- Computer troubleshooting
- Desktop publishing

### **Bookkeeper**

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

- Accounts receivable and payable
- Banking and filing
- Stenographic work and a variety of office duties
- Posting and balancing subsidiary ledgers, cash books or journals
- Journalizing transactions where judgement is involved as to accounts affected
- Posting ledgers and trial balance
- May also prepare accounting statements as directed

## CATEGORY 6

### **Bookkeeper / Payroll Officer**

A worker who assumes responsibility for implementing or following procedures without direct supervision and who keeps a full set of books for recording Union transactions in addition to the following:

- Preparation and distribution of payroll
- Maintenance of all employee benefit records, including pension benefits
- Processing of all employee benefit claims
- Compiling government statistics and reporting to same

### **Office Coordinator**

A worker who is familiar with all aspects of office procedures, has the ability to train new employees and co-ordinate and supervise the flow of work done by two or more employees within an office.

## APPENDIX "C"

### HEALTH and WELFARE PLANS GROUP NO. 039345

---

#### Eligibility

A regular or regular part-time employee working twenty (20) or more hours per week becomes eligible for benefits (as specified) following completion of his/her probationary period.

#### Section 1 Medical and Surgical Plan

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

1. Coverage for all eligible employees (and their dependants) shall commence the first of the month following employment.
2. Benefits shall be as outlined in the Medical Services Commission regulations.

#### Section 2 Wage Indemnity Plan

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

1. Coverage for all eligible employees will commence the first of the month following completion of their probation period.
2. The Plan shall be a 1-8-52 Plan with benefits in the amount of seventy-five per cent (75%) of current salary based on one-fifth (1/5) of weekly earnings for each day of work lost as a result of the disability.
3. The Carrier shall be Pacific Blue Cross.
4. The unused portion of sick leave entitlement per Section 1, may be used to augment the W.I.P. to one hundred per cent (100%) of current salary, at the employee's discretion.

#### Section 3 Group life Insurance Plan

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

1. Coverage will commence on the first of the month following completion of their probation period.
2. Benefits shall be in the sum of eighty thousand dollars (\$80,000.00) covering death from any cause and including benefits for accidental death and dismemberment. The Employer will pay 100% of the premium effective April 1, 2013.

Effective April 1, 2015: Benefits shall be in the sum of one hundred thousand dollars (\$100,000.00) covering death from any cause and including benefits for accidental death and dismemberment. The employer agrees to pay for premiums for one hundred percent (100%) of benefit.

3. The Carrier shall be Pacific Blue Cross.



#### **Section 4 Dental Plan**

The COPE Local 15 Prepaid Dental Plan shall be made available to all eligible employees (and their dependants) desiring same.

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

- one hundred per cent (100%) for Part "A",
- eighty per cent (80%) for Part "B",

with no limit on total claims value per year.

#### **Section 5 Extended Health Benefit Plan**

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

1. Coverage for all eligible employees (and their dependants) shall commence on the first of the month following date of employment.
2. The Plan shall include benefits as follows:
  - (a) Twenty-five dollars (\$25.00) deductible annually for eligible expenses incurred.
  - (b) One hundred per cent (100%) co-insurance for eligible expenses after the deductible has been satisfied.
  - (c) A maximum twenty-five thousand dollars (\$25,000.00) limitation for each person covered per twenty-four (24) months.
  - (d) Claim of eyeglass, frames and/or contact lenses up to three hundred dollars (\$300.00) per person covered per each twelve (12) month period. Effective April 1 2013.
3. The Carrier shall be Pacific Blue Cross.

#### **Section 6 Long Term Disability Plan**

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

1. As in Section 5.
2. Coverage for all eligible employees shall commence on the first of the month following date of employment.
3. The Plan shall provide benefits as follows:
  - (a) Seventy-five per cent (75%) of monthly salary to a maximum of twenty five hundred dollars (\$2,500.00) per month. Effective April 1 2013.
  - (b) Coverage will commence after fifty-two (52) weeks of illness until age sixty-five (65).