

COLLECTIVE AGREEMENT

Between

TEAMSTERS LOCAL 155

(hereinafter referred to as the "Employer")



And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378

(hereinafter referred to as the "Union")



April 1, 2014 to March 31, 2019

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1st DAY OF APRIL, 2014.

BETWEEN: **TEAMSTERS LOCAL 155**

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

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

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

ARTICLE 1 — PURPOSE

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

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

2.1

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, 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

When office workers are required, Union members in possession of paid-up Union book or card will be given first consideration. Such requests are to be directed through the Union office.

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

employment. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.

3.3

Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.

3.4 Assignments of Wages and Employee Information

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

Employee id number

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

In addition to the above the Employer will provide the Union monthly with a list of (when applicable):

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

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

ARTICLE 4 — THE RIGHTS of the EMPLOYER

4.1

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement, and the right of the Union or employee to grieve as provided in Articles 18, 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 ninety (90)-days of employment. The employee will be provided with an interim written evaluation and a final review during the probationary period. After ninety (90) 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 ninety (90) days of employment.

5.2 Regular Full-Time

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

5.3 Regular Part-Time

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

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

5.4 Temporary

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

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

5.5 Casual

Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one (1) month. Such employees shall be paid at the rates provided in this Agreement, and will be guaranteed not less than four (4) hours work on each day 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 a designated Representative shall make known to the employees their duties within the recognized job description(s), and from whom they shall receive instructions as to the 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, subject to notification of the Employer which will not be unreasonably denied.

6.7

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

6.8 Union Leave

- a) An unpaid leave of absence may be requested by the Union for an employee to serve or work on behalf of the Union. The granting of such leave without pay will not be unreasonably withheld by the Employer.
- b) Employees elected or appointed to a full time office of the Union shall be granted a leave of absence without pay for the period during which s/he is elected or appointed to hold office.
- c) Time spent with the Union will be considered as service with the Employer and the employee will continue to accrue seniority with the Employer during such period.
- d) Employees on such leave, will participate in the Health and Welfare plans provided by the Union.
- e) Employees on leave to work on behalf of the Union, on application to the Employer, will be re-employed by the Employer at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in her/his classification assuming s/he had never left the employment of the Employer.

6.9 Paid and Unpaid Leave for Job Stewards and Union Officers

- a) Leave of Absence for Arbitration Hearings
Job Stewards and/or affected employees can participate in arbitration hearings without loss of pay during regular and it shall be considered as time worked. The time spent beyond regular hours will not be paid for by the Employer.

b) Leave of Absence for Union Executive Meetings

Job Stewards and/or other elected Officers of the Union who regularly work for the Employer and are required to participate in Union Executive meetings, will be granted up to one day's leave with pay, reimbursed by the Union, for each period of leave so required. Time spent beyond regular hours and time spent beyond one working day will not be paid by the Employer, and will be considered leave of absence without pay.

c) Leave of Absence for Union or Labour Conventions

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

d) Miscellaneous Leave of Absence

Job Stewards and/or other elected Officers of the Union may receive leave of absence with or without pay at the discretion of and by prior arrangement with the Manager, Labour Relations for other activities not specifically identified above.

e) Job Stewards and/or elected Officers of the Union who regularly work for the Employer and who are assigned to joint Union-Employer committees, will be paid by the Employer for all time spent on such committees during regular hours.

f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during work hours will not be referenced in their performance appraisals.

g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the applicable manager and/or Labour Relations Department with not less than five (5) working days written notice, where possible.

h) Employees who request and are granted a leave of absence for Union business, either with or without pay, are required to complete the appropriate form and submit it to their manager.

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

ARTICLE 7 — HOURS of WORK and OVERTIME

7.1 Dispatchers

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

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

- a) A work week is defined as being from Saturday to Friday.
- b) Hours of work for a regular Full-time Dispatcher shall be either (8) hours per day, five (5) days per week, between the hours of 0700 HRS and 2200 HRS, Monday to Friday.
- c) Hours of work for regular Part-time Dispatcher shall be between 0700 HRS and 2200 HRS, Saturday through Friday.
- d) There shall be no split shifts.
- e) All employees shall have two consecutive days off in a work week.
- f) Whenever possible the Employer agrees to maximize employee's hour to achieve and maintain full time employment.
- g) It is agreed that Dispatchers will do clerical work from time to time as outlined in Appendix B.

7.2 Office Staff

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

- a) Hours of work for regular Full-time Office Staff shall be eight (8) hours per day, five (5) days per week, between the hours of 0830 HRS and 1630 HRS, Monday to Friday.
- b) Hours of work for regular Part-time Office Staff shall be between 0830 HRS and 1630 HRS, Monday to Friday.
- c) There will be no split shifts.

7.3 Office Staff and Dispatch

All regular employees will be covered under the provisions of Article 7.1 and 7.2 with the exception of the employees who are recognized as having the following work schedule.

a) Nine (9) Day Fortnight

Nine (9) eight (8) hour days in a two week period between Monday and Friday and shall schedule one (1) day off without pay in each two (2) week period. The scheduled day off shall be mutually agreed between the Employer and employee.

Regular Part time office staff backfilling a full-time position may work the schedule of the employee being replaced.

The Employer is not obligated to assign an employee to replace an Office Coordinator on his/her day off.

COPE 378 agrees that employees may be required to fill in positions other than their own to accommodate a co-worker's day off.

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. Flex days shall be permitted to be taken from Monday to Friday.

Absence due to illness on any day but a schedule 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.

7.4 Meal Period

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.

7.5 Rest Periods

Two (2) relief periods per day, of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.

7.6 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.

7.7

All time worked on a statutory holiday, as provided in Article 8, or on a day granted in lieu thereof, shall be considered as overtime, and paid at the rate of two hundred (200%)

percent of the employee's pro-rated hourly rate. Overtime does not apply to regular hours of work on Saturday and Sunday if those are regularly schedule days of work.

7.8

All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.9

Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at overtime rates, provided the employee reports for such work.

7.10

Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day's notice is given. Employees requested to work beyond their regular emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period, shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing clause 7.4, shall be separate and apart from the above premium provisions.

7.11

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

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

7.12

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

7.13

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.

7.14

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

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

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

7.15

Performance of Bargaining Unit Work:

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

ARTICLE 8 — STATUTORY HOLIDAYS

8.1

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

New Year's Day	Victoria Day	Thanksgiving
<u>Family Day</u>	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

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

8.2

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

8.3 "Floating" Holiday

In addition to the holidays stipulated in 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.
- d) Vacation Leave must be taken in blocks of a minimum of five (5) day, unless agreed to otherwise by the Employer. The Employer will not unreasonably deny such a request.

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

9.2

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

9.3

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

9.4

Payment for vacation entitlements outlined in 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. Dispatchers are subject to a limitation of their first choice of vacation time: prime time (July 1 to Labour Day, Spring Break and Christmas to New Year's Day) is limited to three (3) weeks subject to operational requirements until all other Dispatchers have exercised their election of first choice of vacation time.

9.7 Past Service Credits

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

ARTICLE 10 — LEAVE of ABSENCE

10.1

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

10.2 **Bereavement Leave**

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

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

10.3 **Pregnancy and Parental Leave**

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

10.4 **Adoption**

Adoption leave shall be granted in accordance with the 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 1995.

10.6 **Jury Duty**

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

establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

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, 2014 – March 31, 2015:</u>	<u>Six dollars and forty-five cents (\$6.45) per hour</u>
<u>April 1, 2015 – March 31, 2016:</u>	<u>Six dollars and fifty cents (\$6.50) per hour</u>
<u>April 1, 2016 – March 31, 2017:</u>	<u>Six dollars and fifty-five cents (\$6.55) per hour</u>
<u>April 1, 2017 – March 31, 2018:</u>	<u>Six dollars and sixty cents (\$6.60) per hour</u>
<u>April 1, 2018 – March 31, 2019:</u>	<u>Six dollars and sixty-five cents (\$6.65) per hour</u>

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

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

11.5 E.I. Premium Reduction

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

11.6 Savings Plan

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

ARTICLE 12 – WAGES

12.1

Employees will be classified in accordance with the skills used, and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories and the job descriptions as set forth in Appendices "A" and "B", which are attached hereto and made part of this Agreement.

12.2

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

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

12.3

It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No 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 salaries 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 fulfils 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, a regular employee who leaves the bargaining unit and subsequently returns within two (2) years from the date of leaving and has five (5) years of continuous service may apply to have their seniority revised with the Union.

13.3

An employee laid-off and placed on the recall list under 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 6.6; sick leave and extended sick leave under clauses 11.1 and 11.3, and Pregnancy and Parental 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 various locals agree to post all vacancies in the different work locations of all the locals.

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

ARTICLE 15 — GENERAL

15.1

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

15.2

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

15.3

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

15.4

All members shall be required to use their Union Label.

15.5

The Union Label shall be made available to the Employer.

The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions.

The Union Label shall be the official Union Label of the Office and Professional Employees International Union with the designation of Local 378 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

The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer).

15.8 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of 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.

15.9

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE 16 — DISCIPLINE, DISCHARGE and TERMINATION

16.1

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

16.2

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

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

16.3

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

16.4

If upon joint investigation by the Union and the Employer, or by decision of the 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.

16.5

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 Definition, Notice, Disclosure and Consultation

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

17.2

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

17.3

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

An employee on recall under this 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.

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

STEP 1:

- a) The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievance or complaint to the Employer, within five (5) working days after the incident. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative. The nature of the disagreement and the remedy sought will be sent to the employer in writing.

STEP 2:

- a) A Step 1 meeting will take place within ten (10) working days after the employer has received the statement of grievance. The grievor shall have the entitlement to attend the Step 1 meeting if s/he elects.
- b) The Employer will render a written decision to the Union within ten (10) working days after the step 1 meeting.

STEP 3:

If no agreement can be reached on the grievance or dispute within thirty (30) days from the date it was first presented by the Job Steward or Union Representative of the Union, the matter may then be referred to the Arbitration procedure outlined in Article 19 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 (1/2) 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.

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

Failing agreement on 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.

- c) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and render an award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver an award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.
- d) 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 Respectful Workplace

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

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

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

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

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

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and that the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2014 and ending on March 31, 2019** and thereafter until terminated as follows:

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

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

24.2 **Incorporated Documents**

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

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.

WITNESS WHEREOF the Employer and the Union have caused their proper Officers and Representative affix their hand this 25th day of September, 2015.

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"

"original copy signed"

Ken Marsden - Secretary-Treasurer

Cindy A. Lee - Union Representative

"original copy signed"

Gayle Antoshchuk - Bargaining Committee

E&OE

APPENDIX "A"

SALARIES

Current employees shall be grandparented at the rate of \$25.51. This means that the following named individuals shall receive wage increases negotiated in future applied to the foregoing wage rate:

Chris Radley

APPENDIX "A"

SALARIES – WAGE RATES

CATEGORY		HOURLY WAGE RATES				
		Effective <u>April 1, 2014</u>	Effective <u>April 1, 2015</u>	Effective <u>April 1, 2016</u>	Effective <u>April 1, 2017</u>	Effective <u>April 1, 2018</u>
		2 % Increase	2 % Increase	2 % Increase	2 % Increase	2 % Increase
CATEGORY 1 Junior Clerk	\$25.40	\$25.91	\$26.43	\$26.95	\$27.49	\$28.04
CATEGORY 2 Clerk-Typist	\$26.26	\$26.79	\$27.32	\$27.87	\$28.42	\$28.99
CATEGORY 3 Secretary 1	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$30.84
CATEGORY 4 Secretary II TITAN Operator Dispatcher General Assistant Word Processor	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54
CATEGORY 5 Bookkeeper Secretary III	\$30.10	\$30.70	\$31.32	\$31.94	\$32.58	\$33.23
CATEGORY 6 Office Coordinator Bookkeeper/Payroll Officer	\$32.02	\$32.66	\$33.31	\$33.98	\$34.66	\$35.35

APPENDIX "B"

JOB CLASSIFICATIONS

COPE 378 EMPLOYEES

Of

TEAMSTERS LOCAL 155

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

Dispatcher

Duties for dispatcher to read as follows:

- When called, book members into Dispatch System, making them available for work. On receipt of job order from Employer or their designate, Dispatch members out to work on the productions
- Perform Queries to confirm membership or "good standing" status for eligibility for dispatch

- Maintain Dispatch System Database recording in and outgoing flow of members
- Provide information to individuals, in person or by phone, regarding the status of the film industry and provide production numbers and other contacts including phone/fax/addresses of Employer's pre production, production and post production locations
- Process and provide availability lists to Employers of members or new permits suitable for their specific needs
- Track and ensure all members obtain and retain the proper licensing/certificates for their applicable Division and or for any job requirement
- Monitor Dispatch methods and rules for the purpose of their administration
- Develop daily Production List for uploading onto Local Union web-site
- Provide production and membership information upon request for any Local Union Office staff who should require it
- Open and close Dispatch office daily for walk in traffic access
- Office and clerical duties as may be assigned from time to time

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
- Web site work and newsletters

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. 904569

Section 1 **Medical and Surgical Plan**

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

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

Section 2 **Wage Indemnity Plan**

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

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

Section 3 Group life Insurance Plan

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

1. Participation in the Plan by each regular and regular part-time employee covered by this Agreement is a condition of employment.
2. Coverage will commence on the first of the month following completion of sixty (60) days employment.
3. Benefits shall be in the sum of eighty thousand dollars (\$80,000.00) annual salary covering death from any cause and including benefits for accidental death and dismemberment. The employer agrees to pay for premiums for the first sixty-five thousand dollars (\$65,000.00) of benefit. The employees shall have the cost of the monthly premiums for the difference in benefits deducted from their wages.
4. The Carrier shall be Pacific Blue Cross.

Section 4 Dental Plan

The COPE Prepaid Dental Plan shall be made available to all eligible employees working twenty (20) hours or more (and their dependants) desiring same.

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

- one hundred per cent (100%) for Part "A",
 - eighty per cent (80%) for Part "B",
- with no limit on total claims value per year.

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

- (b) One hundred per cent (100%) co-insurance for eligible expenses after the deductible has been satisfied.
 - (c) A maximum twenty-five thousand dollars (\$25,000.00) limitation for each person covered per twenty-four (24) months.
 - (d) Claim of eyeglass, frames, contact lenses and/or corrective laser eye surgery up to three hundred dollars (\$300.00) per person covered per each twelve (12) month period.
4. 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 completion of the probationary period.
- 3. The Plan shall provide benefits as follows:
 - (a) Seventy-five per cent (75%) of monthly salary to a maximum of two thousand five hundred dollars (\$2,500.00) per month.
 - (b) Coverage will commence after fifty-two (52) weeks of illness until age sixty-five (65).

LETTER of UNDERSTANDING #1

BETWEEN

TEAMSTERS LOCAL #155

AND

COPE Local 378

RE: OFFICE COORDINATOR RESPONSIBILITIES

It is agreed that:

Office Coordinator responsibilities shall be as follows:

- a. May perform duties largely similar to those whose work he/she directs;
- b. May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;
- c. Relieves the management of detailed supervision of routine aspects of the work by
 1. Ensuring even work flow and consistency of effort;
 2. Allocating various phases of work including other employees training employees during the probationary period to different individuals within a general framework laid down by the management;
 3. Transmitting the management's instructions to other employees;
 4. Performing a quality control function and training during the probationary period in respect to subordinates;
 5. Warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warnings then the work coordinator will bring the matter to the attention of the management who will take suitable disciplinary action;
 6. Assists the management in his/her responsibilities by providing on-the-job detailed training during the probationary period to employees with respect to the performance of their job duties.

This Letter of Understanding is attached to and shall form part of the Collective Agreement. This Letter shall continue in full force and effect from year-to-year until terminated by agreement of the Parties.

Signed at Vancouver, this 25th day of September, 2015.

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"

"original copy signed"

Ken Marsden - Secretary-Treasurer

Cindy A. Lee - Union Representative

"original copy signed"

Gayle Antoshchuk - Bargaining Committee

E&OE
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