

# COLLECTIVE AGREEMENT

Between

**Construction Industry Affiliated Trade Unions**  
(hereinafter referred to as the "Employer")

And

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



**May 1, 2014 – April 30, 2018**

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**CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS  
MASTER OFFICE AGREEMENT**

THIS COLLECTIVE AGREEMENT ENTERED INTO  
THIS 1ST DAY OF MAY 2014

**BETWEEN:** CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS  
(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;*

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**ARTICLE 1 – PURPOSE**

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

**ARTICLE 2 – BARGAINING UNIT AND RECOGNITION**

- 2.01** The Employer recognizes the Union as a multi-employer certification and 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.
- 2.02** The Union will direct all correspondence and grievances to the bargaining unit Employer. The bargaining unit Employer will be the Employer responsible to manage and coordinate the grieved matter. It is the responsibility of the bargaining unit Employer to advise the Council of policy grievances that may affect the collective agreement.
- 2.03** All members shall be required to use their Union Label.
- 2.04** 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 378 and shall remain the sole property of the Union.

- 2.05** It shall not be a violation of this Agreement or cause for discharge of any Employee, in the performance of the Employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 2.06** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

### ARTICLE 3 — UNION SECURITY

- 3.01** The Employer agrees that all Employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment. It is understood that the Employee will join the Union within fifteen (15) working days and remain a member of the Union in good standing, as a condition of continuing employment.
- 3.02** When the Employer requires new Employees, it shall notify the Union of the classification, category, job title and job qualifications of Employee required in order that the Union shall have opportunity, within three (3) working days of being advised of a vacancy, to refer Union applicants for consideration. The Employer shall have the sole discretion in filling a vacancy, whether or not the applicant is a member of the Union.
- 3.03** Upon written notice from the Union that an Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee after seven (7) days from the date of notice.
- 3.04** 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. If requested, a copy of this list will be forwarded to the Job Steward(s) together with a list of Employees from whom such deductions were made, said list shall include the following:
- a) Name and address
  - b) Employee or ID number if relevant
  - c) Gross monthly earnings
  - d) Job Title and Category
  - e) Classification
  - f) Work location
  - g) Amount of dues deducted/Initiation fee
  - h) Date of hire
- 3.05** The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 5.07.

## ARTICLE 4 — THE RIGHTS OF THE EMPLOYER

- 4.01** 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.

## ARTICLE 5 — DEFINITION OF EMPLOYEES - CLASSIFICATION

**5.01 Probationary:**

All new Employees, except temporary and casual Employees, will be considered probationary for the first ninety (90) calendar days of employment, after which they will become regular. A temporary Employee transferred to or attaining regular status will not be required to serve any further probationary period beyond the first ninety (90) calendar days of employment.

**5.02 Regular Full-Time:**

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

**5.03 Regular Part-Time:**

A regular part-time Employee is any person employed on a continuous basis for fewer 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 hours worked in the previous thirty (30) days.
- (b) Regular part-time Employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours worked in the previous thirty (30) days.
- (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. Annual Vacation pay shall be as provided in Article 9.

**5.04 Temporary:**

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

- (c) Temporary Employees shall receive four percent (4%) of gross earnings in lieu of annual vacation pay.
- (d) Temporary Employees shall receive statutory holiday pay on the same basis as regular or regular part-time Employees depending on the temporary Employee's weekly hours for work.

**5.05 Casual:**

- (a) Casual or extra Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. Such Employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours' work on each day which they are employed.
- (b) Casual Employees shall be entitled to a combined Statutory and Annual Vacation pay at the rate of eight percent (8%) of gross earnings on termination.

**5.06 Red-Circled:**

As of the date of ratification, Red-Circled Employees are identified as those Employees who are receiving a rate of pay that is greater than for the category of work performed as is identified in appendix "A".

**5.07** The Employer or their Representative shall make known to the Employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

## **ARTICLE 6 — UNION REPRESENTATION**

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

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

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

**6.04** The Job Steward may, within reason, and after obtaining authorization from the Employer that will not be unreasonably withheld, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. Where there is a requirement to have an Employee in attendance during any authorized Job Steward investigation and/or grievance handling, the Employee's attendance will be without loss of pay.



- 6.05** The Job Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 6.06** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.07** Unpaid leave of absence may be requested by the Union for an Employee to attend to Union business and where possible, such leave will be granted by the Employer.

Union Job Stewards may request time off for the purposes of their attendance at seminars and training courses sponsored by the Union and any such request(s) shall not be unreasonably withheld subject to the Employers operational requirements.

## ARTICLE 7 — HOURS OF WORK AND OVERTIME

**7.01 The regular work schedule is identified as follows:**

- (a) A regular work day shall consist of six and one half (6½) paid hours between the hours of 8:00 a.m. and 5:00 p.m.
- (b) A regular work week shall consist of thirty-two and one half (32½) paid hours worked in five (5) days Monday to Friday.

**7.02** (a) The work schedule as provided in Article 7.01 may be modified by mutual agreement between the affected Employer and the Union and any such agreed to modification of the work schedule shall be identified by Letter of Understanding.

It is understood and agreed by the Parties that were an Employer currently has a work schedule that is not identified at Article 7.01, that the Employers work schedule shall continue and be recognized as their regular work schedule and identified by Letter of Understanding.

- (b) Before considering layoffs and where there are Employees on a modified work schedule, the Employer shall review the existing modified work schedule to determine if there is an operational ability to return to the work schedule as identified in Article 7.01.
- (c) Where the Employer recognizes there is the operational ability to return to the hours of work schedule as identified in Article 7.01, the affected Employer agrees to meet with the Union to discuss any changes to, up to and including removal of, the Letter of Understanding. This meeting shall occur after the Union and the affected Employees have received thirty (30) calendar days written notice prior to the effective date of the return to the hours identified in Article 7.01.
- (d) Where the Employer determines there is no ability to return to the work schedule as identified in Article 7.01, Article 14 shall apply to any reduction to the regular full-time Employee complement.

- 7.03** A one (1) hour unpaid 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. The lunch period may be shortened by mutual agreement between the Employer and the Employee from one (1) unpaid hour to not less than one-half (1/2) unpaid hour.
- 7.04** 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.
- 7.05** **Overtime Premiums:**  
All time worked before or after the regularly established working day, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's hourly rate of pay.
- 7.06** All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8.01 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's hourly rate of pay.
- 7.07** All Employees requested to work overtime beyond the regular work day shall be allowed a one half (½) hour paid meal period 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.
- 7.08** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours' pay at the overtime rates, provided the Employee reports for such work.
- 7.09** 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 shift with less than twenty-four (24) hours' notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the Employee to not less than two (2) hours' additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.08 shall be separate and apart from the above premium provisions.
- 7.10** Overtime shall be on a voluntary basis and will be offered, by seniority, to all qualified 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 of 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

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

New Year's Day	<u>Family Day</u>	Good Friday
Easter Monday	Victoria Day	Canada Day
British Columbia Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas 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. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the Employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the Employee.

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

## ARTICLE 9 – ANNUAL VACATIONS

- 9.01** Employers who have established a practice of annualizing Employee's vacation entitlement and the observance of such shall have the right to continue the practice. It is understood and agreed that any Employer in this circumstance shall continue to recognize all benefit entitlement levels.

- 9.02** All Employers, with the exception of those Employers identified in Article 9.01, shall recognize the following;

Vacation Year – is defined as the year following Employee's anniversary date of hire.

Vacation Time – is recognized as the Employee's vacation entitlement.

Vacation Bank – is identified as the "Bank" where the monies are paid from when an Employee receives Vacation Time. The monies available are calculated and arrived at by using the appropriate percentage multiplied by the Employee's gross earnings for the one (1) year period immediately preceding an Employee's anniversary date of hire.

- 9.03** (a) Upon completion of six (6) months' service, an Employee shall be entitled to receive Vacation Time of up to five (5) days which, if taken, will be deducted and

paid from the Vacation Bank for the Vacation Year as identified at 9.03(b). Any such Vacation Time granted shall be taken at a time mutually agreed to by the Employer.

(b) Upon completion of one (1) years' service, an Employee shall be entitled to a Vacation Time of fifteen (15) days, less any time granted as identified in Article 9.03(a), which shall be taken in the first Vacation Year. Payment for any Vacation Time taken in the Vacation Year shall be paid from the Employee's Vacation Bank and the Employee shall receive their current hourly rate of pay or six percent (6%) of the Employee's gross earnings whichever is the greater; subject to Articles 10.01, 10.03(b) and 11.01(b), for the one (1) year period immediately preceding an Employee's anniversary date of hire.

**9.04** Upon completion of five (5) years' service an Employee shall be entitled to a Vacation Time of twenty (20) days. Payment for any such Vacation Time shall be received from the Employee's Vacation Bank and the Employee shall be paid their current hourly rate of pay or eight percent (8%) of the Employee's gross earnings whichever is the greater; subject to Articles 10.01, 10.03(b) and 11.01(b), for the one (1) year period immediately preceding an Employee's anniversary date of hire.

**9.05** In addition to the Vacation Time referenced in Article 9.04 an Employee shall, upon completion of six (6) years' service and for each successive year of service thereafter, be entitled to commence receiving and accumulating one (1) additional day as Vacation Time to a maximum cumulative total of thirty (30) days' Vacation Time.

This graph is in reference to Article 7.01.

<u>Completed Years of Service</u>	<u>Vacation Time Total</u>	<u>Vacation Time as Hours</u>
<u>1-4</u>	<u>15 Days</u>	<u>97.5 Hours</u>
<u>5</u>	<u>20 Days</u>	<u>130.0 Hours</u>
<u>6</u>	<u>21 Days</u>	<u>136.5 Hours</u>
<u>7</u>	<u>22 Days</u>	<u>143.0 Hours</u>
<u>8</u>	<u>23 Days</u>	<u>149.5 Hours</u>
<u>9</u>	<u>24 Days</u>	<u>156.0 Hours</u>
<u>10</u>	<u>25 Days</u>	<u>162.5 Hours</u>
<u>11</u>	<u>26 Days</u>	<u>169.0 Hours</u>
<u>12</u>	<u>27 Days</u>	<u>175.5 Hours</u>
<u>13</u>	<u>28 Days</u>	<u>182.0 Hours</u>
<u>14</u>	<u>29 Days</u>	<u>188.5 Hours</u>
<u>15</u>	<u>30 Days</u>	<u>195.0 Hours</u>

The "Vacation time Total" identified as "days" will be pro-rated accordingly for those Employees working on a modified work schedule.

**9.06** Payment for Vacation Time as outlined in Article 9.05 above shall be:

- (a) 21 and 22 days — at their current hourly rate of pay or eight percent (8%) of the Employee's gross earnings, whichever is greater; subject to Articles 10.01, 10.03(b) and 11.01(b).
- (b) 23 to 27 days inclusive — at their current hourly rate of pay or ten percent (10%) of the Employee's gross earnings, whichever is greater; subject to Articles 10.01, 10.03(b) and 11.01(b).
- (c) 28 to 30 days — at their current hourly rate of pay or twelve percent (12%) of the Employee's gross earnings whichever is greater; subject to Articles 10.01, 10.03(b) and 11.01(b).

**9.07** By the second (2<sup>nd</sup>) pay period of January of each year, regular and/or part-time Employees shall receive, by separate cheque, a vacation bonus of two percent (2%) of gross earnings earned in the previous calendar year. At the Employer's discretion, Employees may be allowed to take this bonus in equivalent paid time off. Upon termination an Employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

**9.08** Selection of Employee's vacations shall be in order of seniority. Employees who wish to take their vacations in two (2) or more vacation blocks instead of one (1) unbroken period shall select only one (1) vacation block by seniority until all Employees in the signing group have had the opportunity to select one (1) vacation block. Subsequently, those Employees who have chosen to take their vacation in two (2) or more separate blocks shall select the second (2<sup>nd</sup>) and subsequent periods in order of seniority. The vacation block(s) requested by an Employee shall be selected with the understanding that the vacation requested covers the Employee's regularly scheduled work week.

**9.09** It is agreed that as of April 1st, 2015, the Article below shall not be relied upon and deemed to be stricken from this Collective Agreement.

The Employer shall make a vacation schedule available by the end of the first (1<sup>st</sup>) week of January and the Employees shall indicate their vacation selection by March 15<sup>th</sup> and have such vacation confirmed by March 31<sup>st</sup> of each year.

Effective April 1, 2015 this Article shall read as follows:

The Employer shall make a vacation schedule available by the end of the first (1<sup>st</sup>) week of November and Employees shall indicate their vacation selection by November 30<sup>th</sup> of each year. Employees shall receive their vacation confirmation on or about December 15<sup>th</sup> of each year.

**9.10** **Vacation Bank and Vacation Time Carry-Over:**

No unused monies in an Employee's Vacation Bank or unused Vacation Time may be carried over beyond the Employee's anniversary date without prior written approval of the Employer.

At the time of an Employee's anniversary date, all unused Vacation time that has not been carried over with the prior written approval of the Employer shall be forfeited and paid out.

At the time of an Employee's anniversary date, where there is no prior written approval from the Employer, an Employee shall receive all unpaid monies from Vacation Bank by separate cheque, on the pay period following the Employee's anniversary date.

- 9.11** Upon fifteen (15) days' written notice, a regular Employee shall be entitled to receive, prior to commencement of the Employee's vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period. The Employee will receive pay the last working day prior to commencement of vacation.

## **ARTICLE 10 — LEAVE OF ABSENCE**

- 10.01** An 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. Employees who receive such leave shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.

**10.02 Bereavement Leave:**

In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), son, daughter, step-parents, daughter-in-law, son-in-law, grandparents, grandchildren, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, an Employee shall be granted up to three (3) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any Employee who wishes to attend services related to the death of niece or nephew, or aunt or uncle, spouse's grandparents or grandchildren.

Such leave of absence will not be charged against sick leave, holiday entitlement, Vacation entitlement or other accrued time off.

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

An Employee may be granted up to an additional seven (7) calendar days' unpaid Bereavement leave upon request.

**10.03 Pregnancy, Parental and Adoption Leave:**

- (a) For the purpose of this Article, "spouse" includes common-law relationships and same sex partners within the meaning of the Family Relations Act.

"Pregnancy, Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC (RSBC 1996) Chapter 113".

- (b) Upon request, the Employee's leave of absence may be extended by mutual agreement upon application by the Employee. Employees who receive such leave shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.
- (c) An Employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part shall be reinstated in all respects by the Employer in the position previously occupied by the Employee, or in a comparable position, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (d) An Employee's seniority, vacation entitlement and vacation bank shall continue to accrue except as referenced in Article 10.03(b).

#### **10.04 Leave for Medical/Dental Appointments:**

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

#### **10.05 Jury Duty:**

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

#### **10.06 Family Responsibility Leave**

In the case of the care of an immediate family member (including a same sex partner), an Employee shall be entitled to use the Employees sick leave bank entitlement up to a maximum of five (5) working days per calendar year.

### **ARTICLE 11 — SICK LEAVE, BENEFIT PLAN AND PENSION PLAN**

#### **11.01 Sick Leave:**

- (a) The Employer will allow one (1) working day per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of twenty-four (24) actual working days. If requested by the Employer, a doctor's note must be supplied by the Employee in respect of any illness extending beyond three (3) working days. Where a doctor's note is requested by the Employer, the Employer agrees to reimburse the Employee up to a maximum of fifty (\$50.00) dollars, with receipts provided.

Any Employee who has more than twenty-four (24) days to the Employee's credit as of May 1, 1996, will on retirement, layoff, or resignation, be provided a retiring allowance of fifty (\$50.00) per day for any days in excess of twenty-four (24) days. Alternately, such excess days may be used as paid sick leave, thereby reducing the retirement allowance by fifty (\$50.00) dollars for each day so used.

- (b) During periods of lengthy illness or disability, any waiting period as prescribed by the Short Term Disability Plan, shall be paid by the Employer from the Employee's accumulated "sick leave". A claim for benefits must be made under the Short Term Disability 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 the Short Term Disability Plan. "Sick leave" shall not accumulate while an Employee is absent because of a disability. At the Employee's option, accumulated sick leave may be used to offset the difference between regular weekly earnings and Short Term Disability payments.

Employees on Short Term Disability shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.

- (c) If a hospitalization or emergency treatment occurs during an Employee's vacation period, the Employee shall be granted sick leave in lieu of vacation for the period covered by a certificate from a duly qualified medical practitioner certifying the treatment. Displaced vacation will be taken at a time mutually agreeable to the Employees and the Employee's supervisor.

**11.02** Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of services, and twelve (12) months if over one (1) year of service, beyond the entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the entitlement, seniority will be retained.

**11.03 Benefit Plan:**

- (a) The Union shall establish a Pension Trust Fund and a Health & Benefit Trust which shall be governed by Boards of Trustees consisting of Union members. The names of the Funds shall be the COPE 15 Pension Plan and the Master Construction Trade Union Benefit Plan. "Contribute" and "contribution(s)" in this section refer to both Employer and Employee contributions.

(b) **Pension Plan:**

Each Employer shall contribute three dollars and seventy cents (\$3.70) per hour earned by all Employees working under the terms of this Agreement, to the Trustees of the COPE 15 Pension Plan by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by COPE 378. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours.



The Employer shall make monthly contributions to the Fund for regular part-time Employees hired by the Employer subsequent to December 1, 1992, based on actual hours earned.

Contributions shall be made for all Employees who are not covered by Employer's existing pension plans.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with the Trust Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

(c) **Master Construction Trade Union Benefit Plan:**

Effective March 1<sup>st</sup>, 2015, each Employer shall contribute four dollars and sixty five cents (\$4.65) per hour earned by all Employees working under the terms of this Agreement to the Trustees of the Administrator — *Pacific Blue Cross, PO Box 24715 STN F, Vancouver, BC, V5N T58* — by a single payment made by the fifteenth (15<sup>th</sup>) of the month following that which payment covers. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours of the Employees on whose behalf the contributions are being made.

Notwithstanding the foregoing, the Employer shall contribute one hundred thirty (130) hours per month on behalf of each regular part-time Employee on staff with the Employer prior to December 1, 1992. Should the actual hours worked exceed one hundred thirty (130) hours per month, the Employer shall make contributions to the Plan based on actual hours earned.

Operation of this Fund shall be governed by the Trustees of the Plan, such Trustees to be selected in accordance with the Trust Agreement.

(d) The Employer shall make payment based on actual earned hours to both the COPE 15 Pension Plan and the Master Construction Trade Union Benefit Plan on behalf of all regular full-time, temporary, casual Employees and regular part-time Employees, except for those regular part-time Employees identified in Article 11.03 (c) above.

**Earned Hours:**

The hours in which payment shall be based are as follows:

- Annual Vacation
- Straight-time hours worked
- Statutory Holidays
- Banked overtime hours if taken in pay
- Straight-time equivalent of overtime hours if not banked.
- Paid sick leave to include Short Term Disability\*
- Approved Leave (Maternity, Pregnancy, Parental and Adoption Leave, Jury Duty, Bereavement Leave) exclusive of Articles 10.01 and 10.03(b)

\*In the case of an Employee receiving Short Term Disability, the Employer will continue to remit Pension & Benefit contributions on behalf of the

Employee. The Employer will remit the regular number of hours as earned preceding the disability.

- (e) The Union and/or The Plan Administrator shall advise the Employer of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays) by either sending in payment of the delinquency or giving written reasons for the delinquency, and where the delinquency has been established to have been within the Employer's control, there then shall be a ten percent (10%) penalty of the amount of the late payment due and/or the Union may withdraw its members from the Employer, without contravening the terms of this Agreement or the Law, until such delinquent contributions and penalties are received. Where it can be established that the delinquency was outside the Employer's control, that penalty shall be waived.
- (f) The membership elected Trustees of either the Benefit Plan or the Pension Plan will advise the Employer representative of the "Building Trades Employers Bargaining Council" of any "redirection" of any wage increase and/or the base wage rate as outlined in Appendix "A", to the remittances as identified in (b) and (c) of this Article.

Where the Trustees determine there is a necessity for any such "redirection of wages" to the remittances of either Plan, the Employer Representative shall be advised three (3) months prior to April 30<sup>th</sup> of any year save and except for April 30<sup>th</sup> of the final year of this renewal Collective Agreement. Any such "redirection" shall only occur and be effective as of May 1<sup>st</sup> of any year as identified herein.

Any such redirection will be added to the Employer's remittance(s) of the respective Plan identified by the Trustees and the wage increase and/or the base wage rate as outlined in Appendix "A", shall be adjusted accordingly.

#### **11.04 Employment Insurance Premium Reduction:**

The Employer agrees that five-twelfths (5/12ths) of the Employment Insurance Premium Reduction will be paid back to the Employee annually, where applicable.

## **ARTICLE 12 – WAGES**

**12.01** Employees will be paid in accordance with the skills used and shall be paid the hourly rate of pay for such category in accordance with the table of categories and job titles as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

**12.02** Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the job title and hourly rate of pay for the category in question, or in re-evaluating any position of any Employee which may be in dispute, the matter may be submitted to the grievance procedure, as defined in Article 18 of this Agreement.

- 12.03** It is expressly understood and agreed that the wage scales, contained in Appendix "A" will establish the Employee's hourly rate of pay unless specifically provided for in this Agreement.
- 12.04** Where an Employee has the necessary qualifications and has proven the Employee's ability to handle the work, there shall be no discrimination between men and women in the matter of the award of vacant positions or in the hourly rate of pay for such positions. The Employer recognizes equal pay for equal work.
- 12.05** An Employee assigned to a higher category or temporarily replacing another Employee in such higher category shall be paid at the higher hourly rate of pay for the period so employed, provided the Employee has the qualifications necessary and fulfills the duties of the higher category. 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 category on a recurring basis, i.e. each day, each week or each month, the higher hourly rate of pay shall apply.
- 12.06** Any Employee who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours' at their hourly rate of pay.

### ARTICLE 13 — SENIORITY

- 13.01** (a) 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.
- (b) Seniority shall not be transferable between the Employers covered by this Collective Agreement.
- 13.02** 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.
- 13.03** An Employee who is laid off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary Employees who attain regular status shall have seniority credited from the last date of entry as an Employee of the Employer.
- 13.05** Regular part-time Employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 13.06** Employees on approved leave of absence on Union business under Article 6.07, or sick leave/extended sick leave under Article 11.01 and 11.02, will continue to accrue seniority. Employees granted extended leave of absence under Article 10 will continue to accrue seniority.

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

#### **ARTICLE 14 – PROMOTION, LAYOFF AND RECALL**

- 14.01** The Employer agrees to “post” job vacancies within their respective office(s) before hiring new Employees, provided there are Employees who are available with the necessary qualifications to fill the vacant positions. Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the category, the job title, and the hourly rate of pay and work schedule. Article 3.02 shall apply where there are no available qualified applicants.

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

All Employees applying for the posted vacancies shall be notified in writing of receipt of their application and whether said applications is successful.

All successful applicants other than “Red-Circled” Employees shall be paid the rate of pay of the awarded category as identified in Appendix “A”.

“Red-Circled” Employees who successfully apply and are awarded a “posting” in a higher paid category and who are receiving a rate of pay that is greater than the rate of pay for the posting awarded, shall not have their hourly rate of pay reduced. The “Red-Circled” Employees wage rate of pay would be frozen until such a time as the awarded posting wage rate of pay exceeded the Employee’s frozen wage rate.

- 14.02** Seniority shall be the governing factor in fulfilling job vacancies, provided the factors of qualifications, skill, and ability are relatively equal among those involved.

**14.03 Layoff**

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

- (a) The Employee, including “red-circled” Employees, with the least amount of seniority in any affected category will be the first laid off from that job, but may displace any less senior Employee in any category, for which the Employee has the necessary qualifications and has greater seniority.
- (b) Any Employee, including “red-circled” Employees, who is displaced from the Employee’s job as a result of such bumping, may displace a less senior Employee in any category for which the Employee has the necessary qualifications and has greater seniority.
- (c) All Employees who “bump” a less senior Employee shall be paid the hourly rate of

pay of the category of work performed.

- (d) Employees who choose to not exercise their rights to “bump”, shall have the right to accept a lay-off. Article 14.04 shall not apply where an Employee elects a lay-off in this circumstance.

#### **14.04 Notice of Layoff**

All regular full-time Employees shall be given written notice of layoff or weekly earnings in lieu of notice as follows:

- (a) Two (2) weeks' notice if employed fewer than three (3) complete years;
- (b) Three (3) weeks' notice after three (3) completed consecutive years employment, and one (1) additional weeks' notice for each subsequent completed year of employment, up to a maximum of eight (8) weeks' notice.
- (c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites).

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

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

#### **14.06 Recall**

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

- 14.07** Employees on the recall list shall have first rights to any vacancy for which the Employee is qualified. The Employer will not hire for such a vacancy while an eligible qualified Employee is on the recall list.

- 14.08** Recalled Employees, including any recalled red-circled Employees, shall receive the hourly rate of pay of the category and the job title the Employee is recalled to. All rights due to seniority and vacation entitlement under this Agreement shall be unaffected by such a layoff period.

### **ARTICLE 15 — GENERAL**

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

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

**15.03** The Employer agrees to have all public stenography done by a public stenographer who is a member of this Union, if available, and can supply the Union Label.

**15.04** (a) No work which is properly or customarily performed by Employees within the bargaining unit covered by this Agreement shall be sub-contracted or otherwise assigned by the Employer to any shop, agency or person outside the bargaining unit, except as where written agreement is reached by and between the Union and the individual Employer and/or as provided in Article 15.03 above.

(b) Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit Employees.

Non-bargaining unit Employees or officers of the Employer may use word processors or other computer programs to prepare letters, documents, spread sheets or other communications directed to parties outside the Employer's office or offices and forward these by disk, internal electronic mail, e-mail or other electronic form to COPE staff for final production and circulation.

Non-bargaining unit Employees or officers of the Employer may use word processors or other computer programs to prepare letters, documents and/or spread sheets for the purposes of the reliance upon and/or issuance of discipline to COPE staff.

(c) Communications prepared by non-bargaining unit Employees or officers of the Employer by e-mail, directed to or for internal use by other staff within the Employer's office or offices, does not require formatting or any other handling by COPE staff. E-mail, as a form of personal communication, is allowed without attachments unless they are produced by COPE staff or are third party attachments being forwarded.

**15.05** 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).

**15.06** It is agreed by the Parties that the Agreement will be prepared on an alternating basis.

**15.07 Training and Development:**

Both parties recognize the importance of continuing training and development of skills. In order to facilitate this development of skill sets the union agrees to promote the concept of training and education.

- (a) Employer initiated: 100% of course fees upon successful completion of course,
- (b) Employee initiated: 50% of course fees upon successful completion of course,
- (c) Subject to operational requirements, the parties agree that such training may take place during normal working hours.

**15.08** The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of Employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: proper lighting in the vicinity of the workplace and to transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

**15.09** Upon request an Employee shall, with a Job Steward and/or Business Representative, and a Manager and/or designate, be entitled to review the Employees disciplinary file annually and/or in the event of a grievance investigation.

Disciplinary action shall not be relied upon where an Employee has been discipline free for eighteen (18) months.

## ARTICLE 16 — DISCHARGE AND TERMINATION

**16.01** An Employee shall have the right to request a Job Steward or Union Representative of the Union be present at any discussions with the Employer that could and/or does give rise to disciplinary action.

The Employer shall contact the Employee, the Job Steward and/or the Union Representative of the upcoming discussions.

**16.02** It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the Employee with a written letter at time of discharge clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.

**16.03** If upon joint investigation by the Union and the Employer, or by decision of an Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be, subject to the award of the said Arbitrator.

**16.04** An Employee whose employment is discharged by the Employer, as set forth in Article 16.02, shall be paid all Vacation Pay, wages and bonuses due upon such termination of employment.

## ARTICLE 17 — TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

**17.01 Definition, Notice, Disclosure and Consultation:**

(a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.

- (b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an Employee's normal duties or place of employment.
- (c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

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

**17.03** In cases where the re-training of Employees is not practical, or where other positions with the Employer are not available, the Employee(s) shall elect to terminate employment or to be placed on recall under Article 14 shall receive all the benefits the Employee had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

**17.04 Severance Pay:**

Employees who are laid-off and/or who have exhausted their rights to recall, shall receive, upon request, their severance pay on the payroll following any such event. The amount of such severance pay shall be one (1) week for each year of service to a maximum of twelve (12) weeks. Severance pay shall be payable to an Employee upon the exhaustion/expiration of their recall rights as set out in Article 14.06 or waiver thereof.

**17.06 Off Premises Equipment:**

The Employer agrees that no computer equipment shall be placed in an Employee's residence.

## **ARTICLE 18 — GRIEVANCE PROCEDURE**

**18.01** Grievance as used in this Agreement includes any Employee and/or Employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

**18.02** All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

**Step 1:**

Any Employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Supervisor or designate.

**Step 2:**

Should the Employee and the Job Steward be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable Article(s) of the Agreement. The Union will direct all correspondence to the



affected Employer who shall answer the grievance in writing within ten (10) working days.

**Step 3:**

- (a) The Union or the Employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Article 18.02, thereby eliminating Steps 1 and 2.
- (b) Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute, shall be referred to a meeting of the Employer and the Union. Such a meeting will be held within ten (10) working days. If settlement is not reached within ten (10) working days after that meeting, the initiating party may refer the matter to arbitration.

**18.03** After exhausting the Grievance Procedure at (b) above, either party must refer the matter, in writing, to arbitration within thirty (30) calendar days failing which the grievance will have been deemed to have been abandoned.

**18.04** 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.

**18.05** 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.

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

## **ARTICLE 19 — HEALTH AND SAFETY**

**19.01 Eye Examinations:**

All Employees who are required to work with Visual 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.

## **ARTICLE 20 — DURATION**

**20.01 Duration**

This Agreement will be in full force and effect on and after the 1<sup>st</sup> day of May 2014, to and including the 30<sup>th</sup> day of April 2018, and shall automatically be renewed from year to year thereafter.

**20.02 Notice to Bargain**

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

**20.03 Agreement to Continue in Force**

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

**20.04 Exclusion of Operation**

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

**20.05** 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.

Signed at Burnaby, BC this 25 day of March, 2015

**FOR THE EMPLOYER**

**FOR THE UNION**

*"original signed"*

*"original signed"*

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*Don Swerdan — Chair, Employers Committee*

*Bonnie Merriman, Union Representative*

*"original signed"*

*"original signed"*

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*Brian Zdrilic — Employers Committee*

*Rachael Abbot, Bargaining Committee*

*"original signed"*

*"original signed"*

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*Gary Palmiere — Employers Committee*

*Marlene Graham, Bargaining Committee*

*"original signed"*

*"original signed"*

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*Al Phillips — Employers Committee*

*Michael Milner, Bargaining Committee*

*"original signed"*

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*Kelly Williamson, Bargaining Committee*

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## CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS

### EMPLOYER NEGOTIATING COMMITTEE - NEGOTIATING FOR:

- BC Construction Industry Rehabilitation Plan
- British Columbia and Yukon Territory Building and Construction Trades Council
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359
- International Union of Bricklayers and Allied Craftworkers Local #2 BC
- United Brotherhood of Carpenters & Joiners of America, Local No. 2404 (Pile Drivers, Divers, Bridge, Dock and Wharf Builders)
- Millwrights, Machine Erectors & Maintenance Union, Local 2736
- International Union of Elevator Constructors, Local No. 82
- International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 118
- International Association of Bridge, Structural and Ornamental Iron Workers, Local No. 97
- Ironworkers Trade Improvement Committee
- Labourers Membership Services
- B.C. Labourers Pension Plan
- Construction and Specialized Workers Union, Local 1611
- Construction & Specialized Workers Medical & Benefit Plan of BC
- Construction & Specialized Workers Training Society
- International Union of Operating Engineers (IUOE) Local 115 Training Association
- Operating Engineers Benefits and Pension Plans
- International Union of Operating Engineers, Local 115
- International Union of Operating Engineers, Local No. 882
- Piping Industry Apprenticeship Board
- Plumbers Local Union 170 Welfare Plan
- Metal Trades Division of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170
- Sheet Metal Workers' International Association, Local No. 280
- Sheet Metal Workers Welfare & Pension Plan

## APPENDIX "A"

### CATEGORIES, JOB TITLES AND HOURLY RATES OF PAY

	<u>May 1, 2014</u>	<u>March 1, 2015</u>
<b>Category 1</b>		
Clerk 1	<u>\$19.38</u>	<u>\$20.73</u>
<b>Category 2 – Administrative Assistant 1</b>		
Clerk II Clerk-Stenographer Data Entry Clerk I & II Word Processing Operator 1	<u>\$24.38</u>	<u>\$25.73</u>
<b>Category 3 – Administrative Assistant 2</b>		
Secretary Clerk IV Research Assistant Assistant Bookkeeper Computer Operator 1 Word Processing Operator II & III	<u>\$27.27</u>	<u>\$28.62</u>
<b>Category 4 – Administrative Assistant 3</b>		
Confidential Secretary Bookkeeper Computer Operator II – Programmer Desktop Publisher General Assistant	<u>\$29.52</u>	<u>\$30.87</u>

Any Red-Circled Employee, as described in Article 5.06, earning more than above referenced rates of pay as of date of ratification, shall continue to receive their current rate of pay with negotiated increases while maintaining their posting in their current category. Article 14 shall apply to where there is any change to an Employee's posting.

#### **DIFFERENTIALS:**

- Training: An Employee who, in addition to his/her normal duties, is required to train one or more persons in the procedures and duties of their office shall receive, in addition to his/her hourly rate of pay, a training differential of one dollar (\$1.00) per hour for the Employee's entire day.
- Supervisor: An Employee who, in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her hourly rate of pay, a supervisory differential of one dollar and fifty cents (\$1.50) per hour for the Employee's entire day.

**APPENDIX "B"**  
**JOB DESCRIPTIONS**

**CATEGORY 1 – Clerk 1**

Employees in this category are typically hired to perform basic clerical functions. They work under supervision.

**BASIC PURPOSE**

To perform basic office and clerical support functions.

**DUTIES AND RESPONSIBILITIES**

1. Performs basic clerical and support functions including typing envelopes and lists; sorting/collating material; mail distribution; operating basic office equipment and acts as receptionist/answers telephones.
2. Receives cash/dues at counter and issues receipts.
3. Receives and responds to routine office enquiries by phone, at counter or by correspondence (form letters).

## **CATEGORY 2 – Administrative Assistant 1**

Employees in this category perform a variety of clerical, administrative and office support duties.

Superseded Job Titles may include: Clerk II, Clerk –Stenographer, Data Entry Clerk 1 & II, Word Processing Operator I.

### **BASIC PURPOSE**

To provide clerical and office support.

### **DUTIES AND RESPONSIBILITIES**

1. Performs various clerical duties including data entry, and operating typewriter/word processing and keypunching machines.
2. Takes and transcribes dictation; maintains variety of files including enrolment records in a Health and Welfare office.
3. Performs periodic updating of word processing equipment subject to checking to ensure compliance with established standards of performance.
4. Receiving and responding to routine office enquiries by phone, at counter or by correspondence (form letters).
5. Receives dues/cash at counter and issues receipts.

## **CATEGORY 3 – Administrative Assistant 2**

Employees in this category perform a variety of intermediate clerical, administrative and office and technical support duties. Employees work with or without supervision, referring unusual problems/concerns to Supervisor.

Superseded Job Titles may include: Secretary, Clerk IV, Clerk V, Research Assistant, Assistant Bookkeeper, Computer Operator I, Word Processing Operator II & III.

### **BASIC PURPOSE**

Provide a variety of intermediate office, administrative, and technical office systems support functions.

### **DUTIES AND RESPONSIBILITIES**

1. Provides information, direction, support, and answers enquiries on benefit and/or pension plan transactions; investigate complex claims regarding members/money/hours; validates claims for payment and recommend settlement payments. Receives dues/cash from membership; answers member/employer enquiries. Research information (within established Union policy guidelines) as requested by staff representative and full time officers.
2. Receives and compiles data processing material such as, Employer reports; hour bank records; union dispatch information; compiles inflow and storage of data processing tapes, discs etc., prepares special reports and assists with keypunch duties when required.
3. Takes and transcribes dictation; maintains variety of files including enrolment records in a Health and Welfare office.
4. Responsible for the validity of data submitted and the accuracy of processed material on micro computer; executes backup procedures and maintains accuracy of the backup library; responsible for start up and shut down procedures of the computer; maintains and cleans equipment to manufacture specifications; monitors program runs and determines equipment failures; corrects those of a routine nature; coordinates operations of input, backup and month-end runs, etc., to ensure a smooth flow of work and the efficiency of operations. Dispatch members to jobs under the directive of the Employer.
5. Uses a manufacturer supplied programming language to develop or write programs to do the various application functions required.
6. Performs data entry, and operates typewriter/word processing and keypunching machines.

## **CATEGORY 4 – Administrative Assistant 3**

Employees in this category work independently.

Superseded Job Titles may include, Confidential Secretary, Bookkeeper, Computer Operator II - Programmer, Desktop Publisher, General Assistant.

### **BASIC PURPOSE**

To provide advanced office administration and expert level technical support.

### **DUTIES AND RESPONSIBILITIES**

1. Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of Employees; responsible for the allocation of work; setting priorities of workload and training new Employees.
2. Uses advanced knowledge in the use of specialized software (ie: Ventura, Pagemaker) to prepare camera ready work such as but not limited to: kerning; lay-out; specialized graphics (other than Clipart), photographic percentage scale reductions; typography; POSTSCRIPT Printing/Programming; a "Draw" program, such as Corel or Illustrator.
3. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
4. Edits under supervision or instruction of analyst, major applications programs; writing or editing, with or without supervision, minor applications program.
5. Acts as a confidential secretary to one or more persons, taking minutes of meetings in shorthand or by stenotype or similar machines; answering questions and supplying information as needed.
6. Prepares payroll, banking, filing, posting and balancing subsidiary ledgers, cash books and journals; posting ledger and trial balances; journalizing transactions.



## LETTER OF UNDERSTANDING No. 1

**BETWEEN: CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS**  
*Negotiating for Employers as Listed*

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

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### SEXUAL AND / OR PERSONAL HARASSMENT IN THE WORKPLACE

- (a) The Union and the Employer recognizes the right of Employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an Employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
  - i) An Employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the President of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
  - ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - iii) The President's designate and a Union representative shall investigate the complaint and shall submit reports to the President, in writing, within thirty (30) days of receipt of the complaint. The President shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.
  - iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.

- v) Pending determination of the complaint, the President may take interim measures to separate the Employees concerned if deemed necessary.
- (d) Where either Party to the proceeding is not satisfied with the President's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. The panel shall have the right to:
- i) dismiss the complaint;
  - ii) determine the appropriate level of discipline to be applied to the offender; and
  - iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the President or the panel.

Signed at Burnaby, BC this 25 day of March, 2015

**FOR THE EMPLOYER**

*"original signed"*

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*Don Swerdan — Chair, Employers Committee*

*"original signed"*

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*Brian Zdrilic — Employers Committee*

*"original signed"*

\_\_\_\_\_

*Gary Palmiere — Employers Committee*

*"original signed"*

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*Al Phillips — Employers Committee*

**FOR THE UNION**

*"original signed"*

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*Bonnie Merriman, Union Representative*

*"original signed"*

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*Rachael Abbot, Bargaining Committee*

*"original signed"*

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*Marlene Graham, Bargaining Committee*

*"original signed"*

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*Michael Milner, Bargaining Committee*

*"original signed"*

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*Kelly Williamson, Bargaining Committee*

E&OE

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