

COLLECTIVE AGREEMENT

Between

BC FEDERATION OF LABOUR

(hereinafter referred to as the "Employer")



And



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

May 1, 2015 to April 30, 2019

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BETWEEN: B.C. FEDERATION OF LABOUR
(hereinafter referred to as the "Federation")

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Federation 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 Federation and its employees; to promote and maintain such conditions of employment, and in recognition whereof, the Parties hereto covenant and agree as follows:

1.2 No discrimination

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in any matter by reason of disability, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation by reason of their membership or activity in the Union.

ARTICLE 2 – BARGAINING UNIT AND RECOGNITION

2.1 The Federation recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP, and within the classification of workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties.

ARTICLE 3 – UNION SECURITY

3.1 The Federation agrees that all employees shall maintain Union membership in MoveUP as a condition of employment.

3.2 When clerical workers are required, Union members in possession of paid-up Union book or card will be hired. Such requests are to be directed through the Union office. MoveUP will comply with this request within three working days and supply to the Federation names of members who meet

prerequisite qualifications. Failure of the Union to supply qualified people within the three working days allows the Federation to hire workers from elsewhere. A request by the Union for an extension will not be unreasonably denied. It is understood that any employee being hired under these circumstances will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment. It is further agreed that it shall not be deemed a breach of this Agreement to post notice of available staff representatives' positions with the affiliates of the Federation.

- 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 Federation agrees to terminate employment of said employees after seven (7) days from the date of notice.
- 3.4 The Federation agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and 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 which such deductions were made.

ARTICLE 4 – THE RIGHTS OF THE FEDERATION

- 4.1 The Union recognizes the rights of the Federation to manage and direct the workforce, 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 Article 20 and 21.

ARTICLE 5 – DEFINITION OF EMPLOYEES

- 5.1 Regular - A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement.
- 5.2 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. 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) Regular part-time employees shall receive statutory holiday pay on a prorata basis consistent with the number of hours normally worked in weeks not containing a holiday.
 - (c) Annual vacation entitlement shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- 5.3 (a) Term - A term employee is a person who is hired to replace a Regular employee absent on vacation or other leave. The Federation shall advise the Union of the intended length of the term employment prior to the commencement of the term.
- (b) Alternatively, a term employee is a person that is hired specifically to work on a special project or to provide temporary high volume workload relief and will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the

Union and the Employer.

- (c) A term employee hired under Article 5.4 (b) shall attain regular status if employed for an uninterrupted period of more than twelve (12) months unless their term has been extended in accordance with 5.4 (b) above.
 - (d) A term employee reaching regular status will have rights under this Agreement which are based on their cumulative length of service for seniority dated from the start of employment.
 - (e) The provisions of this section do not apply to term employees employed in the Occupational Health and Safety Centre for a period in excess of twelve (12) months. Term employees employed in the Occupational Health and Safety Centre whose term exceeds this twelve (12) month period shall have the same rights as regular employees except for Article 15.4 to 15.9 (layoff/recall).
 - (f) A term employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Sections 7(a) and 9 of Article 12. The Federation will ensure that term employees are enrolled in the Municipal Pension Plan (MPP) when they meet the enrollment requirements of the Plan.
- 5.4 (a) Casual - Casual employees shall be those employees hired under the provision of Article 3 for extra or relief work for uninterrupted periods of up to one (1) month. This period may be extended by mutual agreement by the parties. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four hours of work on each day which they are employed. Should an employee be extended beyond one (1) month in accordance with this Section, they shall be deemed a term employee in accordance with Article 5.4.
- (b) A casual employee shall be entitled to a combined Statutory and Annual Holiday pay and pay in lieu of benefits at a rate of fifteen percent (15%) of gross earnings. In addition, the Federation shall pay contributions in accordance with Articles 12.7(a) and 12.9.
- 5.5 The Federation 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

- 6.1 The Federation shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this agreement.
- 6.2 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 Federation as to appropriate time for such contact before meeting the employees.
- 6.3 The Federation 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 Office Steward may, within reason, investigate and process grievances or confer with Representatives of the Union during regular working hours, without loss of pay.

The Office Steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a Steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the Steward shall notify their supervisor.

- 6.5 The office Steward(s) shall have no authority to alter, amend, or otherwise change any part of this Agreement.

- 6.6 All conversations between Office Steward(s) and grievors regarding grievances or negotiating proceedings shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between Steward(s) and members.

- 6.7 The Federation 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 Time off will be provided to members of the Union Bargaining Committee for the purpose of attending negotiations with the employer, and such time shall be considered time worked.

In addition, the employer will provide a total of 15 hours of paid leave for Union Bargaining Committee members for the purpose of the union's bargaining preparations and discussions, and such time shall be considered time worked. The union will request this leave not less than one week prior to the date(s), and the employer will make every reasonable effort to accommodate the leave request.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1

- (a) A regular work week shall consist of four (4) workdays.
- (b) A regular workday shall consist of eight and three-quarters (8 ³/₄) hours between the hours of 8:30 a.m. and 5:15 p.m.
- (c) During the BCFED convention, the work week will be 5 days at 6.5 hours per day as required. The shifts may start as early as 7:00am and end as late as 6:30pm.
- (d) Hours of work as provided in Sub-Sections (a) and (b) may be varied subject to mutual agreement between the Federation and the Union.

7.2

- (a) A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day without loss of pay. The precise time is to be arranged between the Federation and the employee.

- 7.3 Three (3) relief periods per day of fifteen (15) minutes each, one in the morning, one in the afternoon, and one in the end of each workday shall be taken without loss of pay.
- 7.4 In order of seniority, each employee shall pick a Tuesday, Wednesday or Thursday, which shall become their regular day off thereafter. Employees with Monday or Friday as their regular day off as of June 1, 2016 may retain that day unless their classification changes. After June 1, 2016 this scheduling of the work week shall be worked out so as to cause minimum interference with the operation of the office, as mutually agreed by the Federation and the Union.
- If an RDO opportunity occurs, employees will be offered the opportunity by seniority and the subsequent opportunity will be offered to the new hire.
- 7.5 Overtime premiums
- (a) For the purpose of this section, “pro-rated hourly rate” means an amount equal to one-thirtieth of the weekly rate established for the employee’s pay category.
 - (b) All time worked before or after the regularly established working day or in excess of eight and one-half (8 ½) hours per day shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee’s prorated hourly rate.
 - (c) All time worked on Saturday, Sunday, a statutory holiday as provided in Article 8 or on a day granted in lieu thereof, or on a regularly scheduled day off, as provided in Section 4 above shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee’s prorated hourly rate.
 - (d) All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular prorated 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.
- 7.6 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.
- 7.7 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 Section 5(d), shall be separate and apart from the above premium provisions.
- 7.8 Overtime shall be on a voluntary basis and, all things being equal, will be distributed between all members of the office staff.

- 7.9 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 Federation. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.
- 7.10 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.
- 7.11 It is agreed that the Federation will not require employees to work on their normal working days occurring from December 25 to January 1 of each year.

In addition, where possible, the regular scheduled day off for all employees will be the last work day of the week preceding Christmas. Post New Years, the regular scheduled day off for all employees will be the first work day of the week.

ARTICLE 8 – STATUTORY HOLIDAYS

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

New Year's Day	Family Day
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 Federation further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, or shall fall on a regularly scheduled day off, 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 Federation and the employee.

- 8.2 In the event any of the holidays enumerated in Article 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.
- 8.3 (a) Should one (1) of the statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four (4) day week shall receive one (1) day's basic pay at straight time for each statutory holiday or day in lieu. Each employee shall indicate their choice of a day off or pay in lieu prior to each statutory holiday. Days in lieu may be added to annual vacation time. Paid time off in lieu of the statutory holiday shall be taken at a time mutually agreed between the employee and the Federation.

Where an employee's anniversary date falls in the same month as a stat day(s) the

employee will be entitled to carry this day(s) forward to be taken during the 12 month period following their anniversary date.

- (c) An employee on vacation during the week in which a statutory holiday, or day in lieu falls, shall be deemed to have taken four (4) days vacation and shall receive one (1) day's basic pay at straight time rates, or one (1) day off in lieu.

8.4 Where a statutory holiday occurs during a period of sick leave, the employee on leave will be provided an additional day's vacation with pay for each holiday, provided the employee has worked or taken vacation on 12 of the 30 calendar days preceding the statutory holiday.

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 sixteen (16) working days. Payment for such vacation period shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which the vacation was earned, whichever is greater.
 - (b) An employee shall be entitled to receive a paid vacation during the first year of service. Such vacation entitlement shall be determined on a pro rata basis consistent with the time employed, and shall be taken at a time mutually agreed with the Federation.
 - (c) In the second and subsequent years, employees may take their entire vacation entitlement prior to the vacation being earned. If the employee leaves the employ of the Federation prior to the entitlement being earned, the employee shall reimburse the Federation for unearned annual vacation taken prior to separation, such funds to be deducted from any pay or benefits due upon separation.
 - (d) For the purpose of a vacation year, anniversary dates shall be used. An employee shall be permitted to carry forward up to five (5) days vacation from one anniversary year to the next provided they use that unused vacation within two (2) months after the anniversary date.
- 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 ten percent (10%) 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 two (32) working days.
- 9.4 Payment for vacation entitlements outlined in Articles 9.2 and 9.3 above shall be:
- (a) 21 and 22 days -- ten percent (10%) of gross earnings or current wage rate, whichever is greater.
 - (b) 23 to 27 days inclusive -- twelve percent (12%) of gross earnings or current wage rate, whichever is greater.
 - (c) 28 days and over -- fourteen percent (14%) of gross earnings or current wage rate, whichever is greater.

- 9.5
- (a) Senior employees will be given preference in the selection of vacation periods where the employee takes it in one unbroken period.
 - (b) Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period.
 - (c) Seniority shall prevail in the choice of second vacation periods after all other first vacation periods have been chosen, and in subsequent vacation periods in like manner.
 - (d) The vacation schedule shall be circulated by the Federation prior to January 31st of each year, and the schedule completed by employees by March 31st.
 - (e) The approved vacation schedule will be posted by April 30th with a copy to the Steward.
 - (f) For vacation requests not subject to the vacation schedule, the employee will make a written request at least thirty (30) days prior to the vacation time desired. The Federation will respond within five (5) working days of receipt of the request.
 - (g) An employee who does not exercise seniority rights by March 31st, in a calendar year, shall not be entitled to exercise those rights with respect to any vacation time previously selected by an employee with less seniority.
 - (h) Upon two (2) week's written notice, a regular employee shall be entitled to receive, prior to commencement of vacation, any regular pay cheque that may fall during the vacation period.
 - (i) An employee shall be permitted to use up to a maximum of two (2) days per year as individual days of vacation. The two (2) days must be taken within the anniversary year. Approval will not be unreasonably withheld.
- 9.6 All employees re-entering employment with the Federation will receive credit for past service in determining their vacation entitlements after completing two (2) full calendar years after re-entry.
- 9.7 Vacation periods approved by the employer shall not be changed except by mutual agreement between the employee and the employer, except in cases of emergency. In the event an emergency compels the employer to cancel the vacation, the employer shall reimburse any vacation expenses for which an employee may be liable.

ARTICLE 10 – LEAVES OF ABSENCE

- 10.1 (a) An employee may apply for, and where reasonably practicable receive without pay, up to fifteen (15) months leave of absence for reasons other than sick days.

Permission for such leave must be applied for and authorized in a written memorandum, and include any terms and conditions not specified in this agreement.

- (b) During such leave of absence, the employee will continue to accrue seniority and vacation entitlements and continue to be covered by any and all benefits specified in Article 12 to a maximum of two calendar months.
- (c) Where two or more employees apply for leave of absence for concurrent periods, the most senior employee's leave request will be given preference.
- (d) An employee granted a leave of absence of more than two calendar months shall be allowed to make prior arrangements for pre-payment of the full premiums for the individual benefits and Plans chosen by the employee from those specified in Article 12.
- (e) The Federation will operate a Deferred Salary Leave Plan (the DSLP) to afford an eligible employee the opportunity to finance a leave of absence without compensation by deferring portions of their regular salary to finance a leave of absence of six to 12 months in duration. The terms of the plan shall be outlined in Appendix "E" - "Letter of Understanding - Deferred Salary Leave Plan" that shall form part of this agreement.
- (f) During the leave of absence, the Federation will deduct union dues from any deferred earnings payments in accordance with Article 3.4 of this agreement as set out in Appendix "E".

10.2 Bereavement Leave - In cases of death in the immediate family, i.e. husband, wife, son, daughter, father, father-in-law, mother, mother-in-law, sister or brother, common-law spouse, step-child and grandparents or close friends, an employee shall be granted up to four (4) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. Employees who have to travel out-of-province or overseas may be entitled to receive up to an extra four (4) days bereavement leave, upon request and depending on distance to be traveled.

10.3 Pregnancy and Parental Leave

- (a) Upon written application, an employee who is a parent or adopting parent shall be granted pregnancy and/or parental leave in accordance with the provisions and requirements of the Employment Standards Act as in effect May 1, 2003. During such leave(s) seniority will continue and accumulate. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, they will be granted their former position, with no loss of rank or salary. Where health problems develop, the provisions of Article 12.4 shall apply following the expiration of maternity leave.
- (b) The Federation shall pay an allowance to an employee who is a parent and is granted pregnancy and parental leave(s) under Article 10.3 for fifty-two (52) weeks of leave.

In order to be eligible for the allowance, an employee must be eligible and apply for Employment Insurance benefits and provide the Federation with a copy of the

EI entitlement to calculate the entitlement start dates and amounts. The employee will also provide the leave dates including start of leave, waiting period and return dates. Once this information is provided, the entitlement of 100% of the 2 week period will be paid out and 93% of wages up to the current pay period. The 93% allowance will then be paid every pay period of the leave.

(c) Return to Work Requirements

An employee who returns to work after the expiration of pregnancy or parental leave(s) will be required to reimburse the Federation for the allowance if they are unable to return to work for a period of no less than 3 months.

(d) An employee shall be deemed to have resigned if they do not provide written notice of return 1 month before the expiration of all pregnancy and maternity leaves.

(e) The Federation shall pay an allowance to an employee who is an adoptive parent and granted leave under Article 10.3 in respect to the first three (3) months of the leave.

In order to be eligible for the allowance, an employee must be eligible and apply for Employment Insurance benefits. After an employee has returned to work for a period of three (3) months, the Federation shall pay an allowance based on the difference between the benefits received and the employee's regular wages which would have been earned during this period, and such an amount shall include full wages for the two week waiting period when no Employment Insurance benefits are payable.

(f) Parental leave without pay or benefits may be extended for up to an additional 6 months upon written request by the employee.

10.4 (a) Union and Public Office Leave - An employee elected to a full-time office in their Union, or to a Federal, Provincial, Municipal Office, shall be granted as much leave as is necessary during the term of Office. Seniority shall accumulate during the employee's leave of absence.

(b) Upon request by the Union and approval by the Employer leave of absence without pay shall be granted to employees for the purpose of attending to Union business subject to operational requirements and will not be unreasonably withheld. The Union will endeavor to provide four (4) week's notice for such leave requests. The employer will maintain the employee's salary and benefits and invoice the Union for the period of the leave. Employees will continue to accrue seniority during such periods of absence.

10.5 Compassionate Care Leave – Employees who have completed the initial probation period are eligible for compassionate leave benefits under the Employment Insurance Act shall receive an allowance in accordance with the following once in any 12-month period.

1. The employee shall apply for and be eligible to receive benefits pursuant to Section 23, Employment Insurance Act, 1996.
2. The allowance, during the two-week waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.

3. The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed 93 percent of employees' normal weekly earnings.
4. Seniority accumulation, vacation entitlement and benefits will continue for the period of leave.

ARTICLE 11 – PAID EDUCATIONAL LEAVE

- 11.1 The Federation shall grant to the bargaining unit paid educational leave equivalent to one (1) week per year for the unit to attend B.C. Federation of Labour/CLC Winter School including wages. Allocation of such leave shall be determined by the bargaining unit.
- 11.2 The Federation shall pay tuition pertaining to mutually, agreed to work-related courses taken on the employees' own time upon completion of the course.

Where a full-time or part-time employee is required by the Federation to take course(s), the Federation shall bear the costs of the course(s) and the employee shall attend the course on normal work time without loss in pay. If the course is outside normal hours of work, and triggers provisions of Article 7.5, the employee will be compensated for class time only at overtime rates. Upon completion of the course, the employee will submit transcripts to the Federation. Compensation will not be paid for time spent studying or preparing outside of class time.

The Federation agrees not to require employees to take online courses on their own time. Correspondingly, employees will not be entitled to compensation for time spent on online courses outside of regularly scheduled work hours.

ARTICLE 12 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Benefits

All Full-time and Part-time employees shall be entitled to the benefits coverage under this Article starting the first day of the month following the date of hire.

- 12.1 Sick Leave
- (a) The Federation will allow two (2) working days per month sick leave with full pay. Sick leave may be accumulated from month to month and year to year up to a maximum of forty-six (46) actual working days
 - (b) An employee on sick leave shall advise the Federation of their expected return to work date after the onset of an illness, and any change to the expected return to work date, as soon as reasonably possible.

If requested by the Federation, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
 - (c) 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 Federation 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.

(d) In the event of death, the value of the accumulated sick leave will be paid to the employee's estate.

12.2 Medical Plan - A medical plan shall be made available to all regular employees and their dependents, including same sex partners. The Federation shall pay the full premium cost for the employees' coverage under such plan.

12.3 Wage Indemnity Plan – Great West Life (1-8-39 plan providing seventy-five (75%) of earnings when unable to work due to sickness or accident) shall be made available to all full-time regular employees. The Federation shall pay the full premium cost for the employees' coverage under such plan.

The employee shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between regular salary and Wage Indemnity payments.

12.4 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 12.1 above, 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.

12.5 Dental Plan – Pacific Blue Cross, shall be made available to each employee and their dependents, including same sex partners. One hundred percent (100%) of the premium costs for coverage under the Pacific Blue Cross shall be paid by the Federation. This plan to provide coverage as follows:

100% on Plan "A" - Basic (no limit)

80% on Plan "B" - Crowns and Bridges. etc. (no limit)

80% on Plan "C" - orthodontic \$5,000 per person lifetime.

The plan will include coverage for white fillings for all teeth.

There shall be no limit on total claims value per year.

12.6 Extended Health Benefit Plan

(a) The Federation agrees to provide an Extended Health Benefit Plan with the maximum coverage to be \$1,000,000.00 per lifetime through Pacific Blue Cross with the premium costs to be fully paid by the Federation. Such plan shall provide 100 percent coverage.

(b) The Federation agrees it will not initiate any reductions or limitations on benefit coverage, and will consult with the Union regarding the choice of carriers where the carrier introduces plan changes not contemplated by the parties.

(c) Vision Care

The Federation agrees to provide the Eyeglass/Laser Eye Surgery Option for employees and dependents providing \$500.00 coverage every twelve (12) months through Pacific Blue Cross, as well as eye examinations with premium costs fully paid by the Federation.

(d) The Federation agrees to provide the hearing aid option, within the Extended Health Benefit Plan.

(e) The Plan will pay the full cost, per employee for oral, patch and injection contraceptives through the Extended Health benefit Plan.

12.7 Pension Plan

(a) The Federation agrees to pay the employee's contribution to the Canada Pension Plan.

(b) All regular employees hired after April 1, 2010 are automatically enrolled in the Municipal Pension Plan (MPP).

(c) Employees and the Employer will be responsible for their respective contributions to the MPP. Employees and the Employer are responsible for their portion of any increases to their respective portion of MPP contributions.

(d) The Employer and Employee will continue to submit their respective portion of MPP contributions when employees are absent from work on Bereavement Leave under Article 10, Compassionate Care Leave under Article 10, Paid Education Leave under Article 11, and Sick Leave under Article 12.

(e) The Employer will continue to submit its portion of MPP contributions for a period of up to twelve (12) months when Employees are absent from work on Pregnancy and Parental Leave under Article 10 providing that the Employee also submits their portion of MPP Contributions.

(f) The Employer will continue to submit its portion of MPP contributions when Employees are absent from work on Short Term Disability under Article 12 providing that the Employee also submits their portion of MPP contributions.

(g) The Employer will continue to submit its portion of MPP contributions when Employees are absent from work due to a compensable injury and receiving or have received compensation from the Worker's Compensation Board providing that the Employee also submits their portion of MPP contributions.

12.8 Group Life Insurance & Accidental Death & Dismemberment Benefits - Great West Life.

A Group Life Insurance Plan shall be made available to all employees to provide two (2) times the employees' annual salary life insurance and accidental death and dismemberment benefits. The Federation shall pay the full cost of the premium.

12.9 Employment Insurance Commission - The Federation shall pay the full cost for the

employees' coverage for Employment Insurance benefits.

12.10 Long Term Disability - Great West Life - The Federation shall pay the full premium cost for the employees' coverage under such plan.

12.11 Family Illness or Emergency

- (a) In the case of illness/injury of a dependent child and when no one at home other than the employee can provide for the needs of the ill child, the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.
- (b) If there are not sufficient days in the accumulated sick leave bank, a record of days used shall be kept and the appropriate days debited from the sick leave bank when it has a sufficient balance.
- (c) In the event of a serious illness, injury of a spouse, non-dependent child or parent of an employee, the Federation will make a reasonable effort to provide appropriate time off to the employee to make the necessary arrangements for the ongoing care of the ill, injured person. Such time off shall be deducted from the Accumulated Sick Leave Bank. If there are insufficient days in the bank, Article 12.11(b) of the Collective Agreement will be implemented.
- (d) The Federation may request a doctor's certificate in the event of repeated use of this section.
- (e) In the event of an unexpected household emergency such as a broken water tank, flooded basement or fire, the Federation will provide adequate time off with pay to alleviate the emergency.

12.12 Continuation of Benefits during Leaves of Absence

- (a) The Federation agrees to continue payment of full premium costs for M.S.P., Dental, Extended Health and Group Life and AD&D plans during leaves of absence under the following:
 - Article 10 Leaves of Absence: 10.2 (Bereavement Leave), 10.3 (Maternity/Adoption), and 10.4 (Union and Public Office) and 10.5 (Compassionate Care Leave);
 - Article 11 Paid Educational Leave;
 - Article 12, Sick Leave, Welfare Plans and Pensions Plan: 12.1 (Sick Leave), 12.3 (wage Indemnity).
- (b) The Federation agrees to continue payment of full premium costs for M.S.P., Dental, Extended Health and Group Life and AD&D plans during leaves of absence under Article 12.10 (Long Term Disability) for the first six months on the LTD plan. Thereafter, employees on the LTD plan may choose to maintain any or all of such benefits provided such employees pay the total premiums for such coverage in advance on a monthly basis.

- (c) In the event a regular employee is not in receipt of wage loss benefits for sick leave as referenced herein (i.e. sick leave, weekly indemnity, or long term disability) such regular employee shall be entitled to benefit continuation pursuant to Article 10.1 – Leave of Absence, subject to satisfactory proof of disability.

- 12.13 Where a required medical or dental specialist appointment cannot be made on a regularly scheduled day off, employees will be allowed to use up to two (2) hours with pay from their accumulated sick bank. Such leave shall not exceed sixteen (16) hours in any calendar year, and the Employer may require written confirmation of attendance at the appointment.
- 12.14 Bargaining Unit members will be enrolled in the Person to Person EFAP by May 1, 2013, the cost of which is borne by the employer.

ARTICLE 13 – WAGES

- 13.1 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 qualifications as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 13.2 Any position not covered by Appendix "A", or any new position that may be established during the life of this Agreement, shall be subject to negotiations between the Federation 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 Article 21 of this Agreement.
- 13.3 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 Federation. 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 to be advanced or promoted in the service of the Federation.
- 13.4 Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Federation recognizes equal pay for equal work.
- 13.5 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 13.6 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 is substantially performing the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Article 13.5 foregoing.

- 13.7 Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.
- 13.8 The Parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

ARTICLE 14 – SENIORITY

- 14.1 Seniority shall mean length of continuous service with the Federation 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.
- 14.2 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 14.3 An employee laid off and placed on the recall list under Article 15.5, will be credited with unbroken seniority upon recall within the recall period.
- 14.4 No seniority shall accrue for short terms of temporary work except those temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Federation.
- 14.5 Regular part-time employees will be considered as regular employees and credited with seniority for the calendar period employed, except as provided in Article 5.3.
- 14.6 When on approved leave of absence on Union business under Article 6.6, sick leave and extended sick leave under Article 12.1 and 12.3, Article 10.5, Compassionate Care Leave, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.1, will be credited with accumulative seniority as defined in Article 14.7, below.
- 14.7 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.
- 14.8 Seniority lists will be made available by the Federation at such times as may be required for the administration of this Agreement.

ARTICLE 15 – PROMOTION, LAYOFF, RECALL AND SEVERANCE PAY

- 15.1 The Federation shall fill temporary and permanent job vacancies with regular full-time and part-time, temporary and casual employees before hiring other persons, providing such employees are available with the necessary qualifications, ability and experience, to fill vacant positions and in accordance with Article 3.2.

Nothing in this section shall be construed as requiring the Federation to fill temporary or

permanent vacancies.

- 15.2
- (a) The Federation shall post all Term and Regular job vacancies internally for five (5) working days, and regular employees who wish to be considered for the position shall notify the Federation.
 - (b) Employees shall notify the Federation regarding whether they wish to be considered for temporary promotions. Such notice will be given once each year, prior to January 31st of the year. Employees who make themselves available for consideration shall not decline a temporary promotion.
 - (c) Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected.
 - (d) The Federation shall not hire or use Casuals and Temporary employees to avoid the continuance, creation or filling of positions for or by Regular Full-time employees.
- 15.3 Trial Evaluation and Probationary Periods
- (a) Employees promoted from within existing staff to fill vacancies shall be on trial and evaluation for ninety (90) calendar days. If the employee is considered to be unsuitable or the employee declines the promotion, at the end of the ninety (90) day period they shall be returned to their former position and shall be paid their former rate.
 - (b) Employees hired from outside existing staff to fill vacancies shall be subject to a one hundred and twenty (120) calendar day probationary period.
- 15.4 New employees hired in accordance with Article 3.2 shall be selected via interview and testing as required. The interview(s) will be done by the Employer's designate. At the Employer's discretion, the Employer may invite a Regular Employee to participate in hiring functions.
- 15.5 Layoff - If a reduction of office staff is necessary, the Federation 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 to 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.
- 15.6 All regular (i.e. permanent) clerical employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.
- 15.7 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.

- 15.8 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 the (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.
- 15.9 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 Federation will not hire or promote to such a classification while an eligible employee is on the recall list.
- 15.10 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 layoff period.
- 15.11 Should the Federation lay off any employee, then those employees laid off will be eligible for a severance payment of one week pay per year of service for each of the first ten (10) years service and two (2) week's pay per year of service thereafter at the employee's regular rate of pay. Employees may elect to receive their severance pay entitlement at any time during the recall period and in any event at the end of the recall period. Employees accepting the severance pay shall do so as final termination of employment with the Federation and will no longer be eligible for any recall rights under the Collective Agreement.

ARTICLE 16 – GENERAL

- 16.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 16.2 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.
- 16.3 **Safety Committee**

The Federation shall form a Safety Committee that will include a MoveUP representative selected by the Union.

The Committee shall meet in accordance with the Occupational Health and Safety (OHS) Regulations for the purpose of discussing, implementing and monitoring occupational health and safety issues relating to the workplace that affect the Parties or any employee bound by this Agreement, and carry out any responsibilities mandated by the Workers' Compensation Act.
- 16.4 The Federation agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 16.5 All members shall be required to use their Union Label.

- 16.6 The Union Label shall be the official Union Label of MoveUP with the designation of LOCAL 378 and shall remain the sole property of the Union. The privilege of using the Union Label shall be extended to the Federation for work performed by MoveUP members in compliance with and for the term of this Agreement.
- 16.7 Joint Consultation
- (a) The Federation and the MoveUP staff shall form a Consultation Committee which shall meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (b) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (c) Consultation committee meetings will not be used as a substitute for grievance meetings to address current grievances.
- 16.8 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Federation to any shop, agency or person outside the bargaining unit, except as provided in Article 16.6.
- 16.9 Jury Duty - An employee summoned to jury duty, or to serve as a witness, shall be paid wages amounting to the difference between the amount paid them for jury duty or witness service and the amount they would have earned had they worked on such days. Employees on jury duty or witness service shall furnish the Federation with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or serving as a witness and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day.
- 16.10 (a) When an employee is required to work outside the normal workplace, the employee shall be eligible for reimbursement of expenses and per diem as authorized and provided under the Federation's financial policy and additional day care or child care expenses resulting from working at a convention or conference. Prevailing rates for day care shall be allowed. The Federation shall supply a hotel room for designated MoveUP staff who work outside the normal workplace because of a convention or conference.
- (b) Mileage - The Federation will not request an employee to use their own vehicle for the Federation's business.
- (c) i) The Federation will provide a parking spot to employees who require one.
- ii) The Federation will endeavour to provide a parking spot in the Federation office building. When no such spot is available, the Federation will endeavour to provide a parking spot as close to the Federation office building as possible.

- iii) Should a new parking spot become available in the Federation office building, employees may reselect parking spots according to seniority.
- iv) At the employee's choice, an employee may opt to relinquish their parking spot and will receive from the employer a transit card at the value of \$100.00 per month.
- v) The employee may exercise this choice in either direction once per year prior to January 31st.

Transitional - Within 30 days of ratification of this agreement, each employee will advise the Federation whether they wish to rent a parking space. If an employee does not request a space and later wishes to rent one, they will be required to wait until one becomes available.

- 16.11 Picket Lines - It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Federation as soon as possible of the existence of such recognized picket lines.
- 16.12 During the life of this Agreement, there shall be no lockout by the Federation or any strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial, for any reason by the Union.
- 16.13 Discrimination/Harassment
- (a) The Federation shall not discriminate against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code.
 - (b) Discrimination shall include violation of the principle of equal pay for work of equal value.
 - (c) The Federation recognizes the right of employees to work in an environment free from personal harassment as recognized by the Workers Compensation Board.
 - (d) Personal harassment is defined by the Parties as behaviour which denies an individual their 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.
 - (e) The Federation recognizes common-law and same-sex family relationships, and agrees to provide all rights and benefits available under this Agreement to employees in common-law and same-sex relationships in the same manner as provided to employees in heterosexual legal marriages.
- 16.14 All letters of reprimand in an employee's file will be expunged after twelve months, provided there have been no disciplinary infractions in the intervening period. All letters of suspension in an employee's file will be expunged after twenty-four months, provided there have been no disciplinary infractions in the intervening period.
- 16.15 Any employee will be given the opportunity to review their personnel file once each year at the employee's request, or in the event of a grievance. At the employee's request, a

Steward or Union Representative may be present.

ARTICLE 17 – DISCHARGE AND TERMINATION

- 17.1 It is hereby agreed that the Federation 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 Federation's option. The Federation will provide the employee with a statement, in writing if requested, clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.
- 17.2 If a regular (i.e. permanent) employee is terminated, except as provided in Article 17.1 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.
- 17.3 If, upon joint investigation by the Union and the Federation, 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 Federation, reinstated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Federation for all time lost retroactive to the date of discharge.
- 17.4 An employee whose employment is terminated by the Federation, as set forth in Article 17.1 above, shall be paid all vacation credits and salary due upon such termination of employment.

ARTICLE 18 – TECHNOLOGICAL OR PROCEDURAL CHANGES

- 18.1 "Technological change" is defined as any change in technology, methods or procedure which either:
- (a) decreases the number of employees that existed when the current contract was negotiated with the Union; or
 - (b) results in a substantial change in the method of operation.
- 18.2 The Federation shall give the Union three (3) months notice when the Federation intends to introduce any technological change as defined in Article 18.1. Within ten (10) days of submitting such notice, the Federation agrees to meet the Union representatives in order to discuss the time, procedures, methods or equipment. The Federation agrees to provide facilities and sufficient time, without the loss of regular weekly wages, in order that members of the unit may become proficient in the process, or in the operation, maintenance or repair of such equipment.
- Members shall be afforded the opportunity to retrain, in accordance with their seniority, provided that in no event shall a member be laid off or lose their preference claim who has not been retrained.
- 18.3 In the event that technological change, as defined in Article 18.1, is introduced, new requirements affecting employees by reason of this technological change shall be

determined prior to the introduction of technological change by mutual agreement of the Parties to this Agreement. If mutual agreement is not reached by the date of the intended introduction as outlined in Article 18.2 above, the technological change shall not be introduced and the matter shall be referred to arbitration.

- 18.4 The Federation guarantees to the Union that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change.
- 18.5 No additional permanent employee shall be hired by the Federation until employees affected by technological change have been allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment as provided for in Article 18.2.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT

- 19.1 Effective January 1, 2012, the Employer shall provide a yearly \$400.00 per diem for professional development for Category 5 employees.

ARTICLE 20 – GRIEVANCES

- 20.1 Grievance means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Federation and any employee or employees bound by the Collective Agreement or between the Federation and the Union.
- 20.2 Grievances or complaints shall be settled in the following manner:
- (a) If the employee has a complaint against the Federation, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
 - (b) If the Federation or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 2.

STEP 1:

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an Office Steward or Representative of the Union. The Federation shall give a decision within ten (10) working days of such meeting.

STEP 2:

- (a) If the grievance is not resolved at Step 1 it shall be referred to the Representative of the Union and a Representative of the Federation within ten (10) working days of the decision rendered at Step 1. Failing settlement within ten (10) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 21.
- (b) In the event a dispute is initiated by the Federation or the Union, the initiating Party shall notify the other Party, in writing of the nature of the dispute and such notice shall be given within five (5) working days of the circumstances giving rise

to the dispute unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the dispute to arbitration as provided in Article 21.

STEP 3:

Notification to continue the grievance to arbitration shall be submitted within fifteen (15) working days of the Union receiving the response rendered under Step 2 of this Article.

20.3 As an alternative to Article 20.1 and 20.2 herein, the Parties may agree to the following procedure:

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, or a substitute agreed to by the Parties shall at the request of either Party

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, upon the requisition of the minister, shall pay out of the Consolidated Revenue Fund one-third (1/3) of the cost incurred by the Parties for payment or reasonable remuneration, travelling, or out-of-pocket expenses of the person named therein, or their substitute.

ARTICLE 21 – ARBITRATION

If a grievance or dispute is not settled pursuant to Article 20, it may then be referred to a single arbitrator as a means of settling grievances and disputes:

- 21.1 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 20, Step 3.
- 21.2 The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice or in the event one (1) of the Parties declines the procedure, notice of Arbitration as provided in Article 21 may be given by either Party.
- 21.3 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make their award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver their award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An arbitration award under this Article shall not be subject to further procedure under Article 21 of this Agreement.
- 21.4 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 22 – DURATION

- 22.1 (a) This Agreement will be in full force and effect on and after the **1st day of May 2015**, to and including the **30th day of April 2019** and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of April 2019 or sixty (60) days prior to the 30th day of April in any year subsequent thereto.
 - (b) The provisions of the Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lockout, whichever first occurs.
- 22.2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

DATED THIS _____ DAY OF _____, 2017.

SIGNED ON BEHALF OF THE FEDERATION **SIGNED ON BEHALF OF THE UNION**
PARTY OF THE FIRST PART PARTY OF THE SECOND PART

Aaron Ekman
(Employer)

Barry Hodson
(Union)

Jim Chorostecki
(Employer)

Susan Orr
(Union)

Maria Peralta
(Union)

APPENDIX "A"

PAY SCALE PER WEEK

PAY SCALE PER WEEK Increase	May 1, 2015 1.5%	May 1, 2016 1.5%	May 1, 2017 2.0%	May 1, 2018 2.5%
CATEGORY 3 Administrative Assistant	997.53	1012.49	1032.74	1058.56
CATEGORY 4 Bookkeeper Assistant	1051.39	1067.16	1088.60	1115.71
CATEGORY 5 Executive Assistant Bookkeeper	1094.73	1111.15	1133.37	1161.70

** Should the CPI increase in the 3rd and/or the 4th year at a rate higher than the negotiated increase for the year, the difference shall be applied to the negotiated rate for that year.

An employee who has left the employ of the Federation after the expiry of the Collective Agreement shall be paid any pay increases for all hours worked between the expiry of the Collective Agreement and their date of leaving the Federation.

The above referenced wage increases shall be retro-active for employees who worked during these periods.

The job descriptions for the above listed job titles and the corresponding wages are dated December 11, 2012 and are located on the B.C. Federation of Labour Intranet.

The Employer will keep these job descriptions current and will notify the Union of any changes to the job descriptions prior to the implementation of such changes.

Signed: _____, 2017

SIGNED ON BEHALF OF THE FEDERATION
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE UNION
PARTY OF THE SECOND PART

“Aaron Ekman”
(Employer)

“Barry Hodson”
(Union)

“Jim Chorostecki ”
(Employer)

“Susan Orr”
(Union)

“Maria Peralta”
(Union)

Collective Agreement:

BC Federation of Labour/MoveUP (Canadian Office and Professional Employees' Union, LOCAL 378)

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APPENDIX "B"

LETTER OF UNDERSTANDING - SHIFTWORK

BETWEEN: B.C. FEDERATION OF LABOUR

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

The Parties hereto agree as follows:

Definition of Shifts and Shift Premium

(a) Identification of Shift

(1) *Day Shift*

All hours worked on a regular workday that starts between 8:30 a.m. and 9:30 a.m.

(2) *Afternoon Shift*

All hours worked on any shift that starts between 12:30 p.m. and 4:30 p.m.

(3) *Night Shift*

All hours worked on any shift that starts between 8:00 p.m. and 12:00 a.m.

(b) Shift Premium

One dollar (\$1.00) per hour for all hours worked between 4:30 p.m. and 8:30 a.m.

(c) Where operational requirements necessitate the B.C. Federation of Labour to implement shifts, consultation will take place prior to such a change with COPE LOCAL 378 and the Office Steward. Operational requirements will include: B.C. Federation of Labour Conventions, major labour disputes with an Employer or political disputes. Five (5) working days notice will be given of any change in working schedules. Where operational requirements as defined above are not required Article 7.1 shall prevail.

Signed: December 10, 2012

SIGNED ON BEHALF OF THE FEDERATION
PARTY OF THE FIRST PART

"Irene Lanzinger"
(Employer)

"Jim Chorostecki"
(Employer)

SIGNED ON BEHALF OF THE UNION
PARTY OF THE SECOND PART

"Kevin Smyth"
(Union)

"Susan Orr"
(Union)

"Ingrid Ericson"
(Union)

Collective Agreement:

BC Federation of Labour/MoveUP (Canadian Office and Professional Employees' Union, LOCAL 378)

Term: May 1, 2015 – April 30, 2019

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APPENDIX “D”

LETTER OF UNDERSTANDING - TECHNOLOGY

COMMON USE OF INFORMATION TECHNOLOGY BY OFFICERS, STAFF AND MoveUP MEMBERS

BETWEEN: **B.C. FEDERATION OF LABOUR**

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

Purpose

While respecting the historical jurisdiction of the COPE 378 bargaining unit, the parties recognize the Federation’s operations require the adoption and use of office technologies that enable users to record, retrieve, report and distribute information in a collaborative and efficient manner.

Employment Security

The Federation agrees that no bargaining unit jobs will be deleted as a result of the common use of information technologies by Federation Officers, or other Federation staff outside the COPE 378 bargaining unit.

Skills Development

The Federation recognizes the desirability of giving COPE 378 members the opportunity to develop their skills in the use of these technologies.

Roles

Bargaining unit members will retain responsibility for the final formatting, proof-reading and production of copy for broadcast distribution of paper and electronic documents to external recipients and for formatting, proof-reading and production of copy for formal written communication to individual external recipients.

Officers and non-bargaining unit staff will use these technologies for production and internal distribution of documents, as well as for informal communication with external parties, and forwarding of electronic documents produced by COPE 378 staff or external sources.

The creative process used in designing and developing information technology work products, including graphic design, layout of print and electronic documents, and development of applications will be the primary responsibility of non-bargaining unit staff. COPE members who are qualified to perform these duties may also be assigned these tasks.

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Officers and all staff will commonly use the information retrieval functions of information technologies.

Regular posting of website material produced internally will be undertaken by bargaining unit members, except in extraordinary circumstances where the posting is urgent and requires special immediate attention and qualified bargaining unit members are not readily available. Postings requiring editorial judgement and creative design will be the primary responsibility of non-bargaining unit staff.

Manual batch data entry will be the primary responsibility of bargaining unit members. Subject to reasonable access and security restrictions, other Federation staff may edit records or input data from remote locations in the process of collecting the data. Data quality assurance, importation of data from other sources, and database design shall be an area of shared responsibility.

Continuing Discussion

Pursuant to Article 16.7, the Federation and COPE 378 agree to discuss jurisdictional issues and bargaining unit assignments relating to the use of computer technologies by the Federation. Representatives of USW will be invited to participate in discussion of these specific issues.

Signed: December 10, 2012

SIGNED ON BEHALF OF THE FEDERATION
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE UNION
PARTY OF THE SECOND PART

“Irene Lanzinger”
(Employer)

“Kevin Smyth”
(Union)

“Jim Chorostecki”
(Employer)

“Susan Orr”
(Union)

“Ingrid Ericson”
(Union)

APPENDIX "E"

LETTER OF UNDERSTANDING - DEFERRED SALARY LEAVE PLAN

BETWEEN: **B.C. FEDERATION OF LABOUR**

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

The Federation will operate a Deferred Salary Leave Plan (the DSLP) to afford an eligible Employee the opportunity to finance a leave of absence without compensation by deferring portions of their regular salary to finance a leave of absence of six to 12 months in duration.

1. **Definitions**

"Eligible Employee" means a full-time employee who has been employed by the Federation for a minimum of five years.

"Leave of Absence" - a Leave of Absence that is at least six consecutive months in length.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Federation for the Participant in each year in accordance with 2.1 below and augmented from time to time by interest thereon but less all amounts paid under the terms of the plan.

"Participant" means an Eligible Employee whose application for participation in the Plan has been received by the Federation.

"Current Compensation Amount" means the total compensation payable by the Federation to the Participant for the year, in accordance with the current collective agreement in force between the Federation and COPE LOCAL 378.

2. **Funding for Leave of Absence**

2.1 During each year prior to the Leave of Absence, the Participant, for a maximum of six years, will receive their Current Compensation Amount, less the amount the Participant has specified in the application for the year in question which is to be retained by the Federation.

2.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the employer cannot exceed 20% in any calendar year.

2.3 The Federation shall on the following dates pay to the Participant the accrued interest on their Deferred Compensation Amount:

(a) the December 31st which occurs at the end of the Federation's fiscal year in which the Employee becomes a Participant;

- (b) each December 31st occurring after the date specified in (a) above, while the Employee participates in the Plan; and
- (c) the last day of the Leave of Absence, or when the Federation makes a payment due to deferral or withdrawal from the plan or death of the Participant.

3. Taking of Leave of Absence

- 3.1 The Leave of Absence shall occur according to, and be governed by, the provisions of the Collective Agreement.
- 3.2 The manner of payment to the Participant during the Leave of Absence shall be in monthly instalments commencing one month following the start of the Leave of Absence. In no event shall payment be made more frequently than monthly and all of the Deferred Compensation Amount will be paid to the Participant no later than the end of the first taxation year that commences after the end of the period of deferral.
- 3.3 The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Federation in accordance with 2.1 above but less any deductions made by the Federation under 3.6 below, and any monies required by law to be paid by the Federation for or on behalf of the Participant.
- 3.4 While the Participant is enrolled in the plan, any applicable health and welfare benefits computed with reference to salary shall be structured according to the Current Compensation Amount.
- 3.5 The Federation will continue paying its share of applicable health and welfare benefit premiums for the Participant during the non-leave years of the plan.
- 3.6
 - a) The Federation will maintain applicable health and welfare benefit coverage for the Participant during the Leave of Absence. The Federation will pay the costs of these plans for the first two months of the leave period, and the Participant will assume the full costs for said benefits for any period of leave in excess of two months, save those required to be paid by the Federation by law.
 - b) The cost of the Participant's applicable health and welfare benefit coverage for leave periods in excess of two months shall be deducted from the monthly instalment payments.
 - c) The Federation will pay from the Deferred Compensation amount all union dues that may be required under the Union's constitution.
- 3.7 During the Leave of Absence, the Participant will not accumulate nor be entitled to statutory holidays, maternity, sick or other leaves, or promotions.

4. Withdrawal from the Plan

- 4.1 A Participant who ceases to be employed by the Federation must withdraw from the plan. Within sixty days the Federation shall pay to the Participant the Deferred Compensation Amount.
- 4.2 In extenuating circumstances, such as financial hardship, and with the consent of the Federation, the Participant may withdraw from the plan upon giving not less than one-month notice of intent to do so. Within thirty days of such withdrawal, the Federation shall pay to the Participant the Deferred Compensation Amount.
- 4.3 Should the Participant die, the Federation shall, within thirty days of notification of such death to the Federation, pay the Deferred Compensation Amount to the Participant's estate, subject to the Federation receiving the necessary clearances and proofs normally required for payment to

estates.

5. Return Following Participation in the Plan

5.1 Following the Leave of Absence, the Participant must resume employment with the Federation for a period of time not less than the duration of the Leave of Absence.

6. General Provisions

6.1 No amendment shall be made to the plan that will prejudice any tax ruling that is applicable to the plan prior to the amendment.

6.2 Interest paid to the Participant under provisions of the Deferred Salary Leave Plan will be considered as employment income for the purposes of the Income Tax Act and will be reported on the Participant's T4 supplementary and shall be subject to tax withholdings.

Signed: December 10, 2012

SIGNED ON BEHALF OF THE FEDERATION
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE UNION
PARTY OF THE SECOND PART

“Irene Lanzinger”
(Employer)

“Kevin Smyth”
(Union)

“Jim Chorostecki ”
(Employer)

“Susan Orr”
(Union)

“Ingrid Ericson
(Union)

APPENDIX “H”

LETTER OF UNDERSTANDING

Notice of Other Employment Opportunities with the Federation

BETWEEN: B.C. FEDERATION OF LABOUR

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

The Federation agrees that when an employment opportunity with the Federation arises outside of the COPE 378 bargaining unit, the Federation will advise the COPE 378 steward of the opportunity, and will consider applications from interested COPE 378 members.

Signed: December 10, 2012

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PARTY OF THE FIRST PART

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PARTY OF THE SECOND PART

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(Union)

APPENDIX “K” – Deleted July 28, 2015

APPENDIX “L” – Deleted July 28, 2015