

# COLLECTIVE AGREEMENT

Between

## **SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 2**

(hereinafter referred to as the "Employer")



And



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

**January 1, 2017 to December 31, 2019**

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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 and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.
- 1.02 For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03 The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

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

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378 and within the classification of office and clerical workers listed in Appendix “A”, the SEIU, Local No. 2, Branch Local 244 Health and Welfare Plan or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02 All members shall be required to use their Union Label.
- 2.03 The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP - Canadian Office and Professional Employees Union, Local 378 and shall remain the sole property of the Union.
- 2.04 The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.05 It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 2.06 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 2.07 During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

## ARTICLE 3 – UNION SECURITY

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

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

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

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

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

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

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

#### **ARTICLE 4 – THE RIGHTS of the EMPLOYER**

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

#### **ARTICLE 5 – DEFINITION of EMPLOYEES**

5.01 Probationary Period

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

5.02 Regular Full-Time

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

5.03 Regular Part-Time

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one week's notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week as per Article 7, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.
- b) After three (3) months service, regular part-time employees will be paid five percent (5%) of gross earning with each pay period in lieu of statutory holidays.
- c) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

- d) Part-time employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.

5.04 Temporary

- a) A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Article 5.04(b) below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- b) Temporary employees hired to replace employees on leave of absence under Article 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Article 10.03 (Pregnancy and Parental Leave) will attain regular status after three (3) months but the severance provisions of Article 14.05 and Article 17.05 will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.07.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to 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) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Article 11.07.

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

## ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03 The Employer shall recognize the 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.
- 6.04 The Office Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06 Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.
- 6.07 Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

## ARTICLE 7 – HOURS of WORK and OVERTIME

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

**NOTE:** *The Employer agrees that any change away from or back to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-day*

*fortnight or a four-day work week. Permission will not be unreasonably withheld.*

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

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

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

7.06 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Article 7.03, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

- 7.07 All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the employee's pro-rated hourly rate.

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

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

- 7.10 Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours' notice has been given. Emergency overtime shall mean overtime for which less than one (1) days' notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours' notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.08, shall be separate and apart from the above premium provisions.

- 7.11 Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.

- 7.12 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

- 7.13 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.



## **ARTICLE 8 – STATUTORY HOLIDAYS**

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

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

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

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

## **ARTICLE 9 – ANNUAL VACATIONS**

9.01

- a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

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

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

9.04

<b>Years of Service</b>	<b>Vacation Days</b>	<b>Total Vacation Hours</b>
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

9.05 Payment for vacation entitlements outlined in Article 3 above shall be:

- a) 21 and 22 days - eight (8%) percent of gross earnings or current wage rate, whichever is greater.
- b) 23 to 27 days inclusive - ten (10%) percent of gross earnings or current wage rate, whichever is greater.
- c) 28 days and over - twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

9.06 On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that calendar year.

At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to termination date.

9.07 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.

- 9.08 The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.
- 9.09 **Past Service Credits**  
All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.
- 9.10 Upon fifteen (15) days written notice, a regular employee shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.
- 9.11
- a) Effective January 1, 2004 all vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one additional year will not be unreasonably denied.
  - b) Vacation accumulated prior to January 1, 2004 shall be paid or used by mutual agreement between the employee and the Employer.

## **ARTICLE 10 — LEAVE OF ABSENCE**

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

An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position.

10.02 **Bereavement Leave**

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

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

10.03 **Pregnancy and Parental Leave**

- a) For the purpose of this Article, "spouse" includes common-law partner within the meaning of the Family Relations Act.

- b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) An employee who resumes employment on the expiration of this leave of absence 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.
- e) Seniority shall accrue during pregnancy and parental leave.

#### 10.04 Leave for Medical/Dental Appointments

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

#### 10.05 Family Responsibility Leave

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

## 10.06 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

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

### 11.01 Sick Leave

- a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

### 11.02 Medical Plan

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

### 11.03 Wage Indemnity Plan

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

The Employer will continue to remit premiums for health and welfare benefits as required during periods on wage indemnity.

### 11.04 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 11.01, during periods of

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

#### 11.05 Dental Plan

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

#### ***Effective January 1, 2000***

Coverage is:

Part A -	One hundred percent (100%)
Part B -	Sixty percent (60%)
Part C -	Sixty percent (60%) (Ortho coverage, with a \$3,000.00 lifetime limit)

#### 11.06 Extended Health Benefit Plan

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of five hundred dollars (\$500.00) every twenty-four (24) months, a hearing aid option of three hundred dollars (\$300.00), lifetime limit, and coverage of registered psychologist treatments, registered social worker or clinical counsellor up to two hundred dollars (\$200.00) every twelve (12) months. Premium costs shall be fully paid by the Employer.

Extended health care lifetime limit to be increased to \$1,000,000.00 effective August 19, 2008.

#### 11.07 Pension Plan

a) Employer contributions to the Union Pension Plan shall be:

December 31, 2001	-	ten and one quarter (10.25%) of salary
August 19, 2014	-	eleven (11%) of salary
January 1, 2015	-	eleven and three quarter (11.75%) of salary
January 1, 2016	-	twelve and one half (12.50%) of salary

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

- Annual Vacation
- Straight time hours worked
- Statutory Holidays
- Banked overtime hours if taken in pay
- Straight time equivalent of overtime hours if not banked
- Paid Sick Leave

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

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

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

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

11.08 Group Life Insurance

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

11.09 E.I. Premium Rebate

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

11.10 Benefit Plan Coverage

Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by the employee.

11.11 Long Term Disability

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five percent [75%] of wages to a maximum of three thousand dollars [\$3,000.00]).

An employee who resumes employment following a period of illness or disability shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position provided there are no medical limitations on his/her return.

11.12 Employee Assistance Program

The Employer acknowledges that employees working in British Columbia are enrolled in the Employer's EAP program, which is currently provided by Warren Sheppel.

- a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.
- b) Nature of Program  
The Employer shall provide an Employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.
- c) Participation  
All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the Employee Assistance Program.
- d) Funding  
All costs relating to the Employee Assistance Program shall be borne by the Employer.

## ARTICLE 12 – WAGES

- 12.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 12.02
- a) Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.
  - b) All job classification disputes which are not resolved may be referred to the Joint Advisory Committee prior to the arbitration procedure being brought into effect.
- 12.03 It is expressly understood and agreed that the wage scales, set out in Appendix A will establish the employees' wage rate unless otherwise specifically provided for by this Agreement. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer.
- 12.04 Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.
- 12.05 Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.
- 12.06 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 12.07 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Article 12.06 foregoing.
- 12.08 Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours' pay.
- 12.09 The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.



## **ARTICLE 13 – SENIORITY**

- 13.01 Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02 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 laid-off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 13.05 Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.
- 13.06 When on approved leave of absence on Union business under Article 6.06 and Article 6.07; sick leave and extended sick leave under Article 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10.01 will be credited with accumulative seniority as defined in Article 13.07.
- 13.07 Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
- 13.08 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

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

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

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

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

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

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

14.03 Layoff

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

The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs, as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

14.04 Notice of Lay-off

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

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

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

14.05 Any regular or regular 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. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twelve (12) weeks.

14.06 Recall

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

- 14.07 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.
- 14.08 Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

## **ARTICLE 15 – GENERAL**

- 15.01 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 15.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.03 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit.

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

The employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The employer will provide as much notice as possible, and in any event, will provide at minimum one weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

### 15.04 Jury Duty

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

- 15.05 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 alternate basis.

### 15.07 Tuition Fees

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

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

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

- 15.08 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: 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 An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be reasonably denied.
- 15.10 Upon request an employee shall be entitled to review and receive a copy of his/her personnel file annually and in the event of a grievance. Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

An employee shall have the right to have the Steward(s) or Union Representative of the Union present at any discussions with the Employer that the employee believes may be the basis of disciplinary action. Where the Employer intends to meet with an employee for disciplinary purposes, or impose discipline, they shall notify the employee, Steward and/or Union Representative.

## **ARTICLE 16 – DISCHARGE AND TERMINATION**

- 16.01 It is hereby agreed that the Employer has the right to discipline or discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge.
- 16.02 If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan benefits.
- 16.03 If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.
- 16.04 An employee whose employment is terminated by the Employer, as set forth in Article 16.01 above, shall be paid all vacation credits and salary due upon such termination of employment.

## **ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

- 17.01 Definition, Notice, Disclosure and Consultation
- a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.
  - b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
  - c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.
- 17.02 Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employees.
- 17.03 In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Article, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

- 17.04 A specified extension of the recall period, where recall is applied under Article 17.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.
- 17.05 **Severance Pay**  
Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be two (2) weeks per year of service to a maximum of twenty-four (24) weeks total severance payable. Severance pay shall be payable to an employee immediately upon termination.
- 17.06 **Off Premises Equipment**  
The Employer agrees that no computer equipment shall be placed in an employee's residence.

## **ARTICLE 18 – GRIEVANCES**

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

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

**STEP 1:** The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Office Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative, who will then take up the grievance as set forth in this article. The employee may or may not be present as she or he may elect.

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

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

## ARTICLE 19 – SINGLE ARBITRATOR

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

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

The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

4. Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## ARTICLE 20 – HEALTH AND SAFETY

### 20.01 Eye Examinations

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

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

### 20.02 Pregnancy

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

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

### 20.03 Office Equipment

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

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

The Employer shall provide instruction in the safe and proper usage of all office equipment. The Employer shall ensure that employees operating VDTs continuously shall have a ten (10) minute change of duty in each hour of continuous operation.

## **ARTICLE 21 – DURATION**

### **21.01 Duration**

This Agreement shall be binding and remain in full force for the period from January 1<sup>st</sup>, 2017 to and including December 31<sup>st</sup>, 2019.

### **21.02 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.

### **21.03 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.

### **21.04 Exclusion of Operation: Section 50(2) L.R.C.**

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



IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be  
executive in their names by their duly authorized representative(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

**Signed at Burnaby, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2017**

**SIGNED ON BEHALF OF THE EMPLOYER**

*Party of the First Part;*

**SIGNED ON BEHALF OF THE  
UNION**

*Party of the Second Part;*

<i>Original copy signed</i>	<i>Original copy signed</i>
Tom Galivan, Secretary Treasurer SEIU Local 2	Noel Gulbransen, Union Representative MoveUP

**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective <u>Jan 1, 2017</u> <span style="float:right"><u>2.00%</u></span>			
	START	6 MTH	12 MTH
<b>CATEGORY 1:</b>			
WEEKLY	\$979.58	\$996.49	\$1,013.40
HOURLY	\$30.14	\$30.66	\$31.18
CASUAL/TEMPORARY	\$31.18		
<b>CATEGORY 2:</b>			
WEEKLY	\$1,023.01	\$1,040.58	\$1,056.82
HOURLY	\$31.48	\$32.02	\$32.52
CASUAL/TEMPORARY	\$32.52		
<b>CATEGORY 3:</b>			
WEEKLY	\$1,065.77	\$1,083.67	\$1,099.92
HOURLY	\$32.79	\$33.34	\$33.84
CASUAL/TEMPORARY	\$33.84		
<b>CATEGORY 4:</b>			
	-		
WEEKLY	\$1,144.34	\$1,144.34	\$1,144.34
HOURLY	\$35.21	\$35.21	\$35.21
CASUAL/TEMPORARY	\$35.21		

**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective Jan 1, 2018		2.00%		
		START	6 MTH	12 MTH
CATEGORY 1:				
WEEKLY		\$999.14	\$1,016.38	\$1,033.62
HOURLY		\$30.74	\$31.27	\$31.80
CASUAL/TEMPORARY		\$31.80		
CATEGORY 2:				
WEEKLY		\$1,043.56	\$1,061.46	\$1,078.04
HOURLY		\$32.11	\$32.66	\$33.17
CASUAL/TEMPORARY		\$33.17		
CATEGORY 3:				
WEEKLY		\$1,086.99	\$1,105.22	\$1,121.80
HOURLY		\$33.45	\$34.01	\$34.52
CASUAL/TEMPORARY		\$34.52		
CATEGORY 4:				
WEEKLY		\$1,167.21	\$1,167.21	\$1,167.21
HOURLY		\$35.91	\$35.91	\$35.91
CASUAL/TEMPORARY		\$35.91		

**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

Effective Jan 1, 2019				2.00%
	START	6 MTH	12 MTH	
<b>CATEGORY 1:</b>				
WEEKLY	\$1,019.03	\$1,036.60	\$1,054.17	
HOURLY	\$31.35	\$31.90	\$32.44	
CASUAL/TEMPORARY	\$32.44			
<b>CATEGORY 2:</b>				
WEEKLY	\$1,064.45	\$1,082.68	\$1,099.59	
HOURLY	\$32.75	\$33.31	\$33.83	
CASUAL/TEMPORARY	\$33.83			
<b>CATEGORY 3:</b>				
WEEKLY	\$1,108.87	\$1,127.43	\$1,144.34	
HOURLY	\$34.12	\$34.69	\$35.21	
CASUAL/TEMPORARY	\$35.21			
<b>CATEGORY 4:</b>				
WEEKLY	\$1,190.42	\$1,190.42	\$1,190.42	
HOURLY	\$36.63	\$36.63	\$36.63	
CASUAL/TEMPORARY	\$36.63			

## LETTER OF UNDERSTANDING No. 1

**BETWEEN:** SERVICE EMPLOYEES'S INTERNATIONAL UNION, LOCAL NO.  
2

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

### **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 or reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.
- ( 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 Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Article, (iii) herein.
  - ( 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) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the twenty-five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.

- ( 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 Employer may take interim measures to separate the employees concerned if deemed necessary.

**SIGNED ON BEHALF OF THE EMPLOYER**

*Party of the First Part;*

*“original signed by”*

---

Mike McDonald – President

**SIGNED ON BEHALF OF THE UNION**

*Party of the Second Part;*

*“original signed by”*

---

Andy Ross – President

*“original signed by”*

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Cynthia Wishart – Business Representative

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**           **SERVICE EMPLOYEES’ INTERNATIONAL UNION, LOCAL NO.**  
**2**

**AND:**                **MoveUP**  
**Canadian Office and Professional Employees Union, Local 378**

**HOURS OF WORK**

- a)     Clauses 7.01 through 7.03 will be renewed. It is clearly understood that MoveUP may pursue additional changes in existing hours of work pursuant to the "NOTE" under clause 7.03.
  
- b)     Any existing arrangements providing for a four (4) day work week or a nine-day fortnight (or such arrangements agreed to during the term of the Collective Agreement) will not be changed during the term of the collective Agreement except by mutual agreement between the Employer and the Union. This undertaking is to be incorporated into a Letter of Understanding between the Parties.

**SIGNED ON BEHALF OF THE EMPLOYER**

**SIGNED ON BEHALF OF THE**

**UNION**

*Party of the First Part;*

*Party of the Second*

*Part;*

*“original signed by”*

*“original signed by”*

\_\_\_\_\_  
Mike McDonald – President

\_\_\_\_\_  
Andy Ross – President

*“original signed by”*

\_\_\_\_\_  
Cynthia     Wishart     –     Business  
                  Representative

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN: SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 2**

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

**RE: Article 2**

In November 2012 the parties agreed to exclude Emilia DaSilva from the bargaining unit on the basis that she is performing work for the Employer that includes working on Labour Relations matters. The parties agree that this action is on a 'without prejudice' basis.

The Union retains the right to assert that general accounting duties as well as the administration of the SEIU, Local No 2, Branch Local 2 Health and Welfare Plan is bargaining unit work.

Should the Employer hire someone to such a position, the parties will meet to discuss if the work is bargaining unit work and if it is the appropriate wage scale to be applied.

Signed at Burnaby, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**SIGNED ON BEHALF OF THE EMPLOYER**

**SIGNED ON BEHALF OF THE  
UNION**

*Party of the First Part;*

*Party of the Second Part;*

<i>Original signed by</i>	<i>Original signed by</i>
J. Cameron Nelson, President	Bonnie Merriman, Union Representative

E&OE  
sh:USW2009