

COLLECTIVE AGREEMENT

between

CUPE 454

(hereinafter termed the "Employer")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE) LOCAL 378

(hereinafter termed the "Union")



Effective: January 1, 2006 to December 31st, 2014

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 1st DAY OF January 2006.

BETWEEN: CUPE 454

(hereinafter referred to as the “Employer” and/or the “Company”

PARTY OF THE FIRST PART

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

LOCAL 378 (hereinafter referred to as the “Union”)

PARTY OF THE SECOND PART

ARTICLE 1 — PURPOSE

- 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 Assistant 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 the Canadian Office and Professional Employees Union with the designation of 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, the position shall be posted internally and externally at the same time. A copy of the job posting will be sent to COPE Local 378 to be circulated to current members. COPE Local 378 members will be given preference.

3.03 Upon commencing employment the Employer will have any new employee complete and sign the COPE 378 membership application card and the dues, initiation, assessments deduction authorization. The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward.

3.04 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, the Employer also has the right to establish policy rules and organize the work force subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 17 and 18. COPE 378 members will be instructed not to interpret the Employer's Collective Agreement.

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) working days of employment. After thirty (30) working 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) working days of employment.

5.02 Regular

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

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

5.04 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 recognizes the Union's right to select Stewards and designate Union Representatives to represent its members. The Union agrees to provide the Employer with a list of Stewards, their locations and the name of the Union Representative. The Employer agrees that such Stewards and Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, permission to leave work or meet with an employee during working hours.
- 6.04** 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.
- 6.05** Leave of absence may be requested by the Union to cover full-time duties as an officer of the Union without loss of seniority or benefits coverage, so long as there is no cost to the Employer and the Union shall pay all benefits monthly.

ARTICLE 7 — HOURS of WORK and OVERTIME

7.01 Regular Work Day

A regular part-time work day shall consist of four (4) hours between the hours of 8:30 a.m. and 12:30 p.m. or such other hours as may be mutually agreeable between the Parties.

7.02 Regular Work Week

A regular part-time work week shall consist of twenty (20) hours worked per week. Hours of work may be varied subject to mutual agreement between the Employer and the Union.

- 7.03** One (1) relief period per day of fifteen (15) minutes in the morning shall be taken without loss of pay.

7.04 Overtime Premiums

All time worked before or after the regularly established working day or as varied by mutual agreement as per Section 3, shall be considered as overtime and paid at the rate of one and one half (150%) time for the first four (4) hours and then at double (200%) time for any additional hours of the employee's pro-rated hourly rate.

7.05 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.

7.06 All employees requested to work overtime beyond the regular work day shall be allowed a one-half (1/2) 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.

7.07 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. When an employee is consulted by telephone outside of the employee's normal hours or work, a telephone consultation premium of one (1) hour will be paid.

7.08 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.

7.09 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.

7.10 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.

ARTICLE 8 — STATUTORY HOLIDAYS

8.01 The Employer agrees to provide all regular employees with the statutory holidays, without loss of pay as per the Corporation of Delta and CUPE 454 Collective Agreement and any other day that may be stated a legal holiday by the Provincial and/or Federal Government.

8.02 In the event any of the holidays enumerated in the foregoing Section I, 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.
- 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.
- 9.02** Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation.
- 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.

ARTICLE 10 — LEAVE of ABSENCE

10.01 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 five (5) 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.

10.02 Pregnancy and Parental Leave

- a) For the purpose of this Article, "spouse" includes common-law wife 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 the maximum period allowed. 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.

10.03 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.

10.04 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. Such time off shall be deducted from the accumulated sick leave bank.

ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

11.01 Sick Leave

Sick leave will be accrued for part-time employees on the basis of one twelfth (1 1/12th) of twenty (20) working days per month (6.67 hours per month) and will be earned on the first (1st) day of each month. Employees may accumulate up to two hundred and sixty (260) working days. Unused sick leave will be paid out upon resignation or retirement at fifty percent (50%) of the accumulation to a maximum of sixty (60) days, whichever is lesser upon leaving employment.

11.02 Medical Plan, Dental and Extended Health Benefits

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.

The Employer will pay premiums for coverage under Pacific Blue Cross for the "individual deluxe choice plan" with dental and extended health benefits. Consideration may be given for couple and family coverage depending on the employee's needs and the finances of the Local.

The Employer will pay for MSP coverage.

Benefit coverage will be reviewed annually and no changes to the benefits will be considered without the agreement of COPE Local 378.

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 Section 1, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

11.03 Pension Plan

Effective February 15, 2012 the Employer will pay ten point twenty-five percent (10.25%) of gross wages in lieu of pension. This money will be paid on each regular pay period and would allow the employee to purchase an RRSP, a RRIP or some other type of pension fund.

11.05 Benefit Plan Coverage

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

ARTICLE 12 – WAGES

Current base rate: approximately \$31.09, February 15, 2012.

Wage increases will be in accordance for the Corporation of Delta and CUPE Local 454 Collective 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** Regular part-time employees and half-time permanent employees will be credited with seniority on a pro-rated basis consistent with the period employed.
- 13.03** When on approved leave of absence on Union business under Article 6, Section 4; sick leave and extended sick leave under Article 11, Sections 1 and 2, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 10, Section I, will be credited with accumulative seniority as defined in Section 7.
- 13.04** 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.

ARTICLE 14 – PROMOTION, LAYOFF AND RECALL

14.01 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.

14.02 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 week's 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.

14.03 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.

14.04 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.

14.05 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.

14.06 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, except as provided in Section 3 above.

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 week 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 will provide training when required. Training that is longer than the regular work day, 4 (four) hours, for part-time regular employees will not attract overtime.

15.08 Safety

- (a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- (b) Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply. The parties will meet to discuss safety issue as they arise.
- (c) No employee shall undertake any work which the employee deems to be unsafe.
- (d) No employee shall be subject to discipline for acting in compliance with Regulation 3.12 of the WorkSafeBC Occupational Health and Safety Regulations.

15.09 Upon request an employee shall be entitled to review his/her personnel file annually and in the event of a grievance. The employee will have the option to have a Steward or Representative present during the review. Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings, and after twenty-four (24) months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

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 Benefits will continue for one (1) month from the date of discharge, termination or resignation.

16.03 Arbitrators shall be vested with all powers that are necessary for the complete final and binding resolution of any matter in dispute. The Arbitrator shall not, however, have the power to add to, subtract from, alter, amend or otherwise change or modify any part of this Agreement.

16.04 The Arbitrator shall proceed as soon as practical to examine the grievance, render judgement and his/her decision shall be final and binding on the Parties and upon any employee affected by it.

ARTICLE 17 – GRIEVANCES

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

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

STEP 2: Any grievance must be filled within ten (10) 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 Job Steward or Union Representative of the Union, 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 18 – 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 (½) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 19 – HEALTH AND SAFETY

19.01 Eye Examinations

Employees shall be entitled to the following:

Eye examination by an Ophthalmologist/Optomestrist of the employee's choice once per year.

19.02 Office Equipment

The Employer will attempt to supply reasonable and adequate office equipment (to include work stations) and will consult with the COPE 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 WCB and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard.

The Employer shall provide instruction in the safe and proper usage of all office equipment.

ARTICLE 20 – DURATION

- 20.01** a) This Agreement will be in full force and effect on and after the **1st day of January, 2006**, to and including the **31st day of December, 2014**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty (60) days prior to the 31st day of December, **2014**, or sixty (60) days prior to the 31st of December, in any year subsequent thereto.
- b) When such notice is given, the provisions of this 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 lock-out, whichever first occurs.

20.02 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

Signed at Delta, BC	This 11th Day of July	, 2012
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SIGNED ON BEHALF OF THE EMPLOYER

Party of the First Part;

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

"Original Signed"	"Original Signed"
Darryl Robison — President	Barbara Junker — Union Representative
	Kathleen Ladislaus – Committee Member

E&OE

LETTER OF UNDERSTANDING No. 1

BETWEEN: CUPE 454

AND: Canadian Office and Professional Employees Union, Local 378

SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE

- (a) COPE 378 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 Section, (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 ten (10) 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;

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

Darryl Robinson — <i>President</i>	<i>Barbara Junker — Union Representative</i>
	<i>Kathleen Ladislaus – Committee Member</i>