

# COLLECTIVE AGREEMENT

Between

## BC FEDERATION OF LABOUR

(hereinafter referred to as the "Employer")



And



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

**May 1, 2019 to April 30, 2022**

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

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

## **ARTICLE 1 – PURPOSE**

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

### 1.2 No discrimination

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

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

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

## **ARTICLE 3 – UNION SECURITY**

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

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

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

- 3.3 Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Federation agrees to terminate employment of said employees after seven (7) days from the date of notice.
- 3.4 The Federation agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from which such deductions were made.

#### **ARTICLE 4 – THE RIGHTS OF THE FEDERATION**

- 4.1 The Union recognizes the rights of the Federation to manage and direct the workforce, hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Article 20 and 21.
- 4.2 The Federation or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

#### **ARTICLE 5 – DEFINITION OF EMPLOYEES**

- 5.1 Regular - A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement.
- 5.2 Regular Part-time - A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:
  - (a) Sick leave entitlement shall be on a pro rata basis consistent with the time employed.
  - (b) Regular part-time employees shall receive statutory holiday pay on a prorata basis consistent with the number of hours normally worked in weeks not containing a holiday.
  - (c) Annual vacation entitlement shall be prorated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.
- 5.3 Term - A term employee is a person who is hired to replace a Regular employee absent on vacation or other leave. The Federation shall advise the Union of the intended length of the term employment prior to the commencement of the term.

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

## **ARTICLE 6 – UNION REPRESENTATION**

- 6.1 The Federation shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this agreement.
- 6.2 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Federation as to appropriate time for such contact before meeting the employees.
- 6.3 The Federation shall recognize the Job Steward(s) elected or appointed by the Union and

shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.

- 6.4 The Job Steward may, within reason, investigate and process grievances or confer with Representatives of the Union during regular working hours, without loss of pay.

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

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

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

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

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

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

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

- 7.1
- (a) A regular work week shall consist of four (4) workdays.
  - (b) A regular workday shall consist of eight and three-quarters (8 <sup>3</sup>/<sub>4</sub>) hours between the hours of 8:30 a.m. and 5:15 p.m.
  - (c) During the BCFED convention, the work week will be 5 days at 6.5 hours per day as required. The shifts may start as early as 7:00am and end as late as 6:30pm.
  - (d) Hours of work as provided in Sub-Articles (a) and (b) may be varied subject to mutual agreement between the Federation and the Union.

- 7.2
- (a) A one (1) hour lunch period will be provided and taken within the two (2) hours in the middle of the regular working day without loss of pay. The precise time is to be arranged between the Federation and the employee.

- 7.3 Three (3) relief periods per day of fifteen (15) minutes each, one in the morning, one in the afternoon, and one in the end of each workday shall be taken without loss of pay.
- 7.4 In order of seniority, each employee shall pick a Tuesday, Wednesday or Thursday, which shall become their regular day off thereafter. Employees with Monday or Friday as their regular day off as of June 1, 2016 may retain that day unless their classification changes. After June 1, 2016 this scheduling of the work week shall be worked out so as to cause minimum interference with the operation of the office, as mutually agreed by the Federation and the Union.
- If an RDO opportunity occurs, employees will be offered the opportunity by seniority and the subsequent opportunity will be offered to the new hire.
- 7.5 Overtime premiums
- (a) For the purpose of this Article, “pro-rated hourly rate” means an amount equal to one-thirtieth of the weekly rate established for the employee’s pay category.
  - (b) All time worked before or after the regularly established working day or in excess of eight and one-half (8 ½) hours per day shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee’s prorated hourly rate.
  - (c) All time worked on Saturday, Sunday, a statutory holiday as provided in Article 8 or on a day granted in lieu thereof, or on a regularly scheduled day off, as provided in Article 7.4 above shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee’s prorated hourly rate.
  - (d) All employees requested to work overtime beyond the regular work day shall be allowed a one (1) hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.6 Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at overtime rates, provided the employee reports for such work.
- 7.7 Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day’s notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.5(d), shall be separate and apart from the above premium provisions.
- 7.8 Overtime shall be on a voluntary basis and, all things being equal, will be distributed between all members of the office staff.



- 7.9 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Federation. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings.
- 7.10 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

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

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

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

The Federation further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, or shall fall on a regularly scheduled day off, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Federation and the employee.

- 8.2 Employees will be entitled to have December 24 through January 1 off with pay. In addition, where possible, the regular scheduled day off for all employees will be the last work day of the week preceding Christmas Eve. Post New Years, the regular scheduled day for all employees will be the first work day of the week.
- 8.2 In the event any of the holidays enumerated in Article 8.1, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.
- 8.3 (a) Should one (1) of the statutory holidays fall on a normal work day, all employees shall be required to work the remaining normal work days in the work week.
- (b) All regular employees working the four (4) day week shall receive one (1) day's basic pay at straight time for each statutory holiday or day in lieu. Each employee shall indicate their choice of a day off or pay in lieu prior to each statutory holiday. Days in lieu may be added to annual vacation time. Paid time off in lieu of the statutory holiday shall be taken at a time mutually agreed between the employee and the Federation.

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

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

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

(d) The provisions of this article, specifically 8.4(a), 8.4(b) and 8.4(c) do not apply to Christmas Day, Boxing Day, New Year's Day or National Indigenous Peoples Day.

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

## **ARTICLE 9 – ANNUAL VACATIONS**

9.1 (a) Upon completion of twelve (12) months service an employee shall be entitled to receive a paid vacation of sixteen (16) working days. Payment for such vacation period shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which the vacation was earned, whichever is greater.

(b) An employee shall be entitled to receive a paid vacation during the first year of service. Such vacation entitlement shall be determined on a pro rata basis consistent with the time employed, and shall be taken at a time mutually agreed with the Federation.

(c) In the second and subsequent years, employees may take their entire vacation entitlement prior to the vacation being earned. If the employee leaves the employ of the Federation prior to the entitlement being earned, the employee shall reimburse the Federation for unearned annual vacation taken prior to separation, such funds to be deducted from any pay or benefits due upon separation.

(d) For the purpose of a vacation year, anniversary dates shall be used. An employee shall be permitted to carry forward up to five (5) days vacation from one anniversary year to the next provided they use that unused vacation within two (2) months after the anniversary date.

9.2 Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or ten percent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

9.3 For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty two (32) working days.

9.4 Payment for vacation entitlements outlined in Articles 9.2 and 9.3 above shall be:

(a) 21 and 22 days -- ten percent (10%) of gross earnings or current wage rate, whichever is greater.

(b) 23 to 27 days inclusive -- twelve percent (12%) of gross earnings or current wage rate, whichever is greater.

- (c) 28 days and over -- fourteen percent (14%) of gross earnings or current wage rate, whichever is greater.
- 9.5
- (a) Senior employees will be given preference in the selection of vacation periods where the employee takes it in one unbroken period.
  - (b) Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period.
  - (c) Seniority shall prevail in the choice of second vacation periods after all other first vacation periods have been chosen, and in subsequent vacation periods in like manner.
  - (d) The vacation schedule shall be circulated by the Federation prior to January 31st of each year, and the schedule completed by employees by March 31st.
  - (e) The approved vacation schedule will be posted by April 30th with a copy to the Steward.
  - (f) For vacation requests not subject to the vacation schedule, the employee will make a written request at least thirty (30) days prior to the vacation time desired. The Federation will respond within five (5) working days of receipt of the request.
  - (g) An employee who does not exercise seniority rights by March 31st, in a calendar year, shall not be entitled to exercise those rights with respect to any vacation time previously selected by an employee with less seniority.
  - (h) Upon two (2) week's written notice, a regular employee shall be entitled to receive, prior to commencement of vacation, any regular pay cheque that may fall during the vacation period.
  - (i) An employee shall be permitted to use up to a maximum of two (2) days per year as individual days of vacation. The two (2) days must be taken within the anniversary year. Approval will not be unreasonably withheld.
- 9.6 All employees re-entering employment with the Federation will receive credit for past service in determining their vacation entitlements after completing two (2) full calendar years after re-entry.
- 9.7 Vacation periods approved by the employer shall not be changed except by mutual agreement between the employee and the employer, except in cases of emergency. In the event an emergency compels the employer to cancel the vacation, the employer shall reimburse any vacation expenses for which an employee may be liable.

## ARTICLE 10 – LEAVES OF ABSENCE

- 10.1 (a) An employee may apply for, and where reasonably practicable receive without pay, up to fifteen (15) months leave of absence for reasons other than sick days.
- Permission for such leave must be applied for and authorized in a written memorandum, and include any terms and conditions not specified in this agreement.
- (b) During such leave of absence, the employee will continue to accrue seniority and vacation entitlements and continue to be covered by any and all benefits specified in Article 12 to a maximum of two calendar months.
- (c) Where two or more employees apply for leave of absence for concurrent periods, the most senior employee's leave request will be given preference.
- (d) An employee granted a leave of absence of more than two calendar months shall be allowed to make prior arrangements for pre-payment of the full premiums for the individual benefits and Plans chosen by the employee from those specified in Article 12.
- (e) The Federation will operate a Deferred Salary Leave Plan (the DSLP) to afford an eligible employee the opportunity to finance a leave of absence without compensation by deferring portions of their regular salary to finance a leave of absence of six to 12 months in duration. The terms of the plan shall be outlined in Appendix "E" - "Letter of Understanding - Deferred Salary Leave Plan" that shall form part of this agreement.
- (f) During the leave of absence, the Federation will deduct union dues from any deferred earnings payments in accordance with Article 3.4 of this agreement as set out in Appendix "E".
- 10.2 Bereavement Leave - In cases of death in the immediate family, i.e. husband, wife, son, daughter, father, father-in-law, mother, mother-in-law, sister or brother, common-law spouse, step-child and grandparents or close friends, an employee shall be granted up to four (4) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. Employees who have to travel out-of-province or overseas may be entitled to receive up to an extra four (4) days bereavement leave, upon request and depending on distance to be traveled.
- 10.3 Pregnancy and Parental Leave
- (a) Upon written application, an employee who is a parent or adopting parent shall be granted pregnancy and/or parental leave in accordance with the provisions and requirements of the Employment Standards Act as in effect May 1, 2003. During such leave(s) seniority will continue and accumulate. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, they will be granted their former position, with no loss of rank or salary. Where health problems develop, the provisions of Article 12.4 shall apply following the expiration of maternity leave.

- (b) The Federation shall pay an allowance to an employee who is a parent and is granted pregnancy and parental leave(s) under Article 10.3.

In order to be eligible for the allowance, an employee must be eligible and apply for Employment Insurance benefits and provide the Federation with a copy of the EI entitlement to calculate the entitlement start dates and amounts. The employee will also provide the leave dates including start of leave, waiting period and return dates. Once this information is provided, the entitlement of 100% of the 1 week period will be paid out.

The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits available for the standard parental leave shall not exceed ninety-three percent (93%) of employees' normal weekly earnings. If the employee has opted for the extended parental leave, the aggregate amount of the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.

- (c) Return to Work Requirements

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

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

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

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

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

10.4

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

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

for the period of the leave. Employees will continue to accrue seniority during such periods of absence.

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

1. The employee shall apply for and be eligible to receive benefits pursuant to Section 23, Employment Insurance Act, 1996.
2. The allowance, during the two-week waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.
3. The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed 93 percent of employees' normal weekly earnings.
4. Seniority accumulation, vacation entitlement and benefits will continue for the period of leave.

#### 10.6 Domestic or Sexual Violence Leave

The Federation agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Federation and the Union agree that all employees have the right to a work environment free of and safe from domestic and/or sexual violence, which may involve physical, psychological, economic violence or stalking.

The Federation shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Federation shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to ten (10) days. The employee is entitled to an additional three (3) months of unpaid leave.
- (b) The employee and the Federation will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Federation, jointly with the Joint Health and Safety Committee, will develop workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
- (d) The Federation will direct affected employees to appropriate counseling and support services.
- (e) The Federation will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
- (f) The Federation will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations

- (g) The Federation will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

#### **10.7 Gender Reassignment 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 Article 10 – Leave of Absence or Article 12 - Sick Leave depending on the employee's request.

The Union, the Federation, and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the Federation. The Federation will protect the employee from adverse action or discrimination in the workplace.

- 10.8** Jury Duty - An employee summoned to jury duty, or to serve as a witness, shall be paid wages amounting to the difference between the amount paid them for jury duty or witness service and the amount they would have earned had they worked on such days. Employees on jury duty or witness service shall furnish the Federation with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or serving as a witness and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day.

### **ARTICLE 11 – PAID EDUCATIONAL LEAVE**

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

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

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

## ARTICLE 12 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

### Benefits

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

#### 12.1 Sick Leave

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

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

- (c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Federation from the employee's accumulative "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. Sick leave shall not accumulate while an employee is absent because of a disability.
- (d) In the event of death, the value of the accumulated sick leave will be paid to the employee's estate.
- (e) In the event that the employee requires sick leave but has exhausted their sick leave entitlement, the employee may opt to use banked vacation or lieu days to cover with the mutual agreement of the Union and the Employer.

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

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

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

12.4 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year service, and twelve (12) months if over one (1) year of



service, beyond the paid sick leave entitlement provided in Article 12.1 above, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

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

- 100% on Plan "A" - Basic (no limit)
- 80% on Plan "B" - Crowns and Bridges. etc. (no limit)
- 80% on Plan "C" - orthodontic \$5,000 per person lifetime.

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

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

12.6 Extended Health Benefit Plan

- (a) The Federation agrees to provide an Extended Health Benefit Plan with the maximum coverage to be \$1,000,000.00 per lifetime through Pacific Blue Cross with the premium costs to be fully paid by the Federation. Such plan shall provide 100 percent coverage.
- (b) The Federation agrees it will not initiate any reductions or limitations on benefit coverage, and will consult with the Union regarding the choice of carriers where the carrier introduces plan changes not contemplated by the parties.

12.7 Vision Care

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

- (a) The Federation agrees to provide the hearing aid option, within the Extended Health Benefit Plan.
- (b) The Plan will pay the full cost, per employee for oral, patch and injection contraceptives through the Extended Health benefit Plan.

12.8 Pension Plan

- (a) The Federation agrees to pay the employee's contribution to the Canada Pension Plan.
- (b) All regular employees are automatically enrolled in the Municipal Pension Plan (MPP).
- (c) Employees and the Employer will be responsible for their respective contributions to the MPP. Employees and the Employer are responsible for their portion of any increases to their respective portion of MPP contributions.

- (d) The Employer and Employee will continue to submit their respective portion of MPP contributions when employees are absent from work on Bereavement Leave under Article 10, Compassionate Care Leave under Article 10, Paid Education Leave under Article 11, and Sick Leave under Article 12.
- (e) The Employer will continue to submit its portion of MPP contributions for a period of up to twelve (12) months when Employees are absent from work on Pregnancy and Parental Leave under Article 10 providing that the Employee also submits their portion of MPP Contributions.
- (f) The Employer will continue to submit its portion of MPP contributions when Employees are absent from work on Short Term Disability under Article 12 providing that the Employee also submits their portion of MPP contributions.
- (g) The Employer will continue to submit its portion of MPP contributions when Employees are absent from work due to a compensable injury and receiving or have received compensation from the Worker's Compensation Board providing that the Employee also submits their portion of MPP contributions.

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

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

12.10 Employment Insurance Commission - The Federation shall pay the full cost for the employees' coverage for Employment Insurance benefits.

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

12.12 Family Illness or Emergency

- (a) In the case of illness/injury of a dependent child and when no one at home other than the employee can provide for the needs of the ill child, the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.
- (b) If there are not sufficient days in the accumulated sick leave bank, a record of days used shall be kept and the appropriate days debited from the sick leave bank when it has a sufficient balance.
- (c) In the event of a serious illness, injury of a spouse, child or parent of an employee, the Federation will make a reasonable effort to provide appropriate time off to the employee to make the necessary arrangements for the ongoing care of the ill, injured person. Such time off shall be deducted from the Accumulated Sick Leave Bank. If there are insufficient days in the bank, Article 12.12(b) of the Collective Agreement will be implemented.

- (d) The Federation may request a doctor's certificate in the event of repeated use of this Article.
- (e) In the event of an unexpected household emergency such as a broken water tank, flooded basement or fire, the Federation will provide adequate time off with pay to alleviate the emergency.

**12.13**

**Continuation of Benefits during Leaves of Absence**

- (a) The Federation agrees to continue payment of full premium costs for M.S.P., Dental, Extended Health and Group Life and AD&D plans during leaves of absence under the following:
  - Article 10 Leaves of Absence: 10.2 (Bereavement Leave), 10.3 (Maternity/Adoption), and 10.4 (Union and Public Office) and 10.5 (Compassionate Care Leave);
  - Article 11 Paid Educational Leave;
  - Article 12, Sick Leave, Welfare Plans and Pensions Plan: 12.1 (Sick Leave), 12.3 (wage Indemnity).
- (b) The Federation agrees to continue payment of full premium costs for M.S.P., Dental, Extended Health and Group Life and AD&D plans during leaves of absence under Article 12.11 (Long Term Disability) for the first six months on the LTD plan. Thereafter, employees on the LTD plan may choose to maintain any or all of such benefits provided such employees pay the total premiums for such coverage in advance on a monthly basis.
- (c) In the event a regular employee is not in receipt of wage loss benefits for sick leave as referenced herein (i.e. sick leave, weekly indemnity, or long term disability) such regular employee shall be entitled to benefit continuation pursuant to Article 10.1 – Leave of Absence, subject to satisfactory proof of disability.

**12.14**

Where a required medical or dental specialist appointment cannot be made on a regularly scheduled day off, employees will be allowed to use up to two (2) hours with pay from their accumulated sick bank. Such leave shall not exceed sixteen (16) hours in any calendar year, and the Employer may require written confirmation of attendance at the appointment.

**12.15**

Bargaining Unit members will be enrolled in the Employer paid Employee and Family Assistance Program (EFAP), which will provide bargaining unit members with a range of services including, but not limited to, in person counselling services.

**12.16**

An employee who is in receipt of WCB temporary wage loss benefits shall receive a top-up to their regular salary from the Federation for the entire period of their temporary disability. In order to continue receiving their regular salary, the employee shall assign their compensation cheques to the Federation. In return, the Federation shall indicate the amount received from the WCB on the employee's income tax (T-4) form. Pending a decision on a claim, the employee shall continue to receive the full pay and benefits of this agreement, subject to the necessary adjustments.

## **ARTICLE 13 – WAGES**

- 13.1 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories and the job qualifications as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- 13.2 Any position not covered by Appendix "A", or any new position that may be established during the life of this Agreement, shall be subject to negotiations between the Federation and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration procedure, as defined in Article 21 of this Agreement.
- 13.3 It is expressly understood and agreed that the wage scales, herein provided for, are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Federation. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or to be advanced or promoted in the service of the Federation.
- 13.4 Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Federation recognizes equal pay for equal work.
- 13.5 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 13.6 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and is substantially performing the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Article 13.5 foregoing.
- 13.7 Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.
- 13.8 The Parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

## **ARTICLE 14 – SENIORITY**

- 14.1 Seniority shall mean length of continuous service with the Federation and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 14.2 Except as otherwise provided in this Agreement, an employee who leaves the bargaining

unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

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

## **ARTICLE 15 – PROMOTION, LAYOFF, RECALL AND SEVERANCE PAY**

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

Nothing in this Article shall be construed as requiring the Federation to fill temporary or permanent vacancies.

- 15.2 (a) The Federation shall post all Term and Regular job vacancies internally for five (5) working days, and regular employees who wish to be considered for the position shall notify the Federation.
- (b) Employees shall notify the Federation regarding whether they wish to be considered for temporary promotions. Such notice will be given once each year, prior to January 31<sup>st</sup> of the year. Employees who make themselves available for consideration shall not decline a temporary promotion.
- (c) Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected.
- (d) The Federation shall not hire or use Casuals and Temporary employees to avoid the continuance, creation or filling of positions for or by Regular Full-time

employees.

15.3 Trial Evaluation and Probationary Periods

- (a) Employees promoted from within existing staff to fill vacancies (including term and casual employees who successfully apply for any regular positions) shall be on trial and evaluation for ninety (90) calendar days. If the employee is considered to be unsuitable or the employee declines the promotion, at the end of the ninety (90) day period they shall be returned to their former position (or classification) and shall be paid their former rate.
- (b) Employees hired from outside existing staff to fill vacancies shall be subject to a one hundred and twenty (120) calendar day probationary period.

15.4 New employees hired in accordance with Article 3.2 shall be selected via interview and testing as required. The interview(s) will be done by the Employer's designate. At the Employer's discretion, the Employer may invite a Regular Employee to participate in hiring functions.

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

The employee with the least amount of seniority in any classification will be the first laid off from that job, but they may displace an employee to the same or lower labour grade with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

15.6 All regular (i.e. permanent) clerical employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.

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

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

15.9 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Federation will not hire or promote to such a classification while an eligible employee is on the recall list.

15.10 Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such layoff period.

- 15.11 Should the Federation lay off any employee, then those employees laid off will be eligible for a severance payment of one week pay per year of service for each of the first ten (10) years service and two (2) week's pay per year of service thereafter at the employee's regular rate of pay. Employees may elect to receive their severance pay entitlement at any time during the recall period and in any event at the end of the recall period. Employees accepting the severance pay shall do so as final termination of employment with the Federation and will no longer be eligible for any recall rights under the Collective Agreement.

## **ARTICLE 16 – GENERAL**

- 16.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 16.2 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- 16.3 The Federation agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 16.4 All members shall be required to use their Union Label.
- 16.5 The Union Label shall be the official Union Label of MoveUP and shall remain the sole property of the Union. The privilege of using the Union Label shall be extended to the Federation for work performed by MoveUP members in compliance with and for the term of this Agreement.
- 16.6 Joint Consultation
- (a) The Federation and the MoveUP staff shall form a Consultation Committee which shall meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (b) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (c) Consultation committee meetings will not be used as a substitute for grievance meetings to address current grievances.
- 16.7 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Federation to any shop, agency or person outside the bargaining unit, except as provided in Article 16.5 and Appendix 'D'.
- 16.8 (a) When an employee is required to work outside the normal workplace, the employee shall be eligible for reimbursement of expenses and per diem as authorized and provided under the Federation's financial policy and additional day care or child care expenses resulting from working at a convention or conference.

Prevailing rates for day care shall be allowed. The Federation shall supply a hotel room for designated MoveUP staff who work outside the normal workplace because of a convention or conference.

- (b) Mileage and Cell Phones - The Federation will not request an employee to use their own vehicle or cell phone for the Federation's business.
- (c)
  - i) The Federation will provide a parking spot to employees who require one.
  - ii) The Federation will endeavour to provide a parking spot in the Federation office building. When no such spot is available, the Federation will endeavour to provide a parking spot as close to the Federation office building as possible.
  - iii) Should a new parking spot become available in the Federation office building, employees may reselect parking spots according to seniority.
  - iv) At the employee's choice, an employee may opt to relinquish their parking spot and will receive from the employer a premium at the value of \$100.00 per month.
  - v) The employee may exercise this choice in either direction once per year prior to January 31<sup>st</sup>.

16.9 Picket Lines - It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Federation as soon as possible of the existence of such recognized picket lines.

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

16.11 All letters of reprimand in an employee's file will be expunged after twelve months, provided there have been no disciplinary infractions in the intervening period. All letters of suspension in an employee's file will be expunged after twenty-four months, provided there have been no disciplinary infractions in the intervening period.

16.12 Any employee will be given the opportunity to review their personnel file once each year at the employee's request, or in the event of a grievance. At the employee's request, a Steward or Union Representative may be present.

## **ARTICLE 17 – DISCHARGE AND TERMINATION**

17.1 It is hereby agreed that the Federation has the right to discharge for just cause and notice, or pay in lieu of notice may be forfeited in the event of such discharge, at the Federation's option. The Federation will provide the employee with a statement, in writing if requested, clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.

17.2 Where an employee is under investigation by the Federation for any cause, the employee



and the Union shall be advised of that fact, and the date of the investigation meeting(s) immediately. Meetings for such investigations should be held in a timely manner. In advance of that meeting, the employee and the Union shall be advised of the particulars of any allegations, except in circumstances where such advisement may jeopardize the investigation.

- 17.3 Where an employee is being interviewed as part of an investigation of another employee, they shall have informed Union representation present in the meeting.
- 17.4 If a regular (i.e. permanent) employee is terminated, except as provided in Article 17.1 above, said employee shall receive two (2) weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.
- 17.5 If, upon joint investigation by the Union and the Federation, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Federation, reinstated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Federation for all time lost retroactive to the date of discharge.
- 17.6 An employee whose employment is terminated by the Federation, as set forth in Article 17.1 above, shall be paid all vacation credits and salary due upon such termination of employment.

## **ARTICLE 18 – TECHNOLOGICAL OR PROCEDURAL CHANGES**

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

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

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

## **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

- 19.1 The Federation shall provide a yearly \$400.00 allowance for professional development for all employees.
- 19.2 The Federation shall pay the allowance on the first pay cycle of the year.
- 19.3 Employees may be requested to provide the Employer with a brief explanation on how this allowance was used. For clarity, this article does not constitute a requirement for employer approval or a requirement for any sort of proof of purchase.

## **ARTICLE 20 – Violence, Bullying, Discrimination and Harassment Complaints**

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Federation and/or Union. Upon receipt of the written complaint, the receiving party shall inform it's counterpart. Complaints of this nature shall be treated in strict confidence by both the Federation and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below
- (c) The Federation shall refer the matter to the Joint Health & Safety Committee to conduct an investigation. The investigation shall be conducted by persons who have training and/or experience in investigating complaints of harassment, and shall include a worker representative selected by the worker representatives on the Joint Health and Safety Committee and a Federation representative selected by the Federation. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.
- (d) The investigator shall be asked to provide a report and recommendation to the Joint Health & Safety Committee, the Union and the Federation. The report shall remain confidential.

- (e) The Investigator's report and non-disciplinary recommendations shall be implemented to the satisfaction of the JHSC. The complainant shall be informed in writing of the non-disciplinary recommendations and corrective actions taken.
- (f) If the Federation determines that discipline is warranted, then the procedures in Article 17 and Article 21 shall apply.
- (g) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (h) Pending determination of the complaint, the Federation or designate may take interim measures to separate the complainant or respondent if deemed necessary. The Federation or designate will take interim measures to separate the complainant and the respondent when the respondent is acting in an authority role in the office.
- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Federation's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to :
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Federation will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 21.
- (k) This clause does not preclude an employee from filing a complaint under the BC Human Rights Code. A complaint of harassment or bullying shall not form the basis of a grievance.

Complaints under this article shall be treated in the strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

## **ARTICLE 21 – GRIEVANCES**

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

and the procedure for settlement shall commence with Step 2.

**STEP 1:**

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

**STEP 2:**

- (a) If the grievance is not resolved at Step 1 it shall be referred to the Representative of the Union and a Representative of the Federation within ten (10) working days of the decision rendered at Step 1. Failing settlement within ten (10) working days of receipt of the grievance at this step, either Party may refer the matter to arbitration as provided in Article 21.
- (b) In the event a dispute is initiated by the Federation or the Union, the initiating Party shall notify the other Party, in writing of the nature of the dispute and such notice shall be given within five (5) working days of the circumstances giving rise to the dispute unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either Party may refer the dispute to arbitration as provided in Article 22.

**STEP 3:**

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

21.3

As an alternative to Article 21.1 and 21.2 herein, the Parties may agree to the following procedure:

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

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

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

## ARTICLE 22 – ARBITRATION

If a grievance or dispute is not settled pursuant to Article 21, it may then be referred to a single arbitrator as a means of settling grievances and disputes:

22.1 A single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties shall adjudicate all grievances submitted to arbitration under this Article. If the Federation and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.

- (a) Arbitration hearings shall be held on the Federation's premises, Union's premises, or at another mutually-agreed location paid for by the Federation.
- (b) The parties agree that no outside legal counsel will be used at hearings, or in preparing submissions.
- (c) The Arbitrator shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, 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 or render any binding decision which is inconsistent with any of its terms.
- (d) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to confirm to any technicality.
- (e) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.
- (f) The arbitrator shall be required to give written reasons for any decision unless the parties agree otherwise.
- (g) Each party shall pay one-half of the arbitrator's fees and expenses.
- (h) Employees required by the Federation to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Federation for this purpose and this time shall be deemed to be time worked.

22.2 The Parties agree to the following internal expedited arbitration process, which is separate and distinct from the Section 104 Expedited Arbitration process of the BC Labour Relations Code. This internal process does not nullify access to Section 104.

- (a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- (b) All grievances shall be considered suitable for and resolved by expedited

arbitration except grievances in the nature of:

1. dismissals;
2. rejections on probation;
3. suspension in excess of 20 work days
4. policy grievances;
5. grievances requiring substantial interpretation of a provision of the Agreement;
6. grievances requiring presentation of extrinsic evidence;
7. grievances where a party intends to raise a preliminary objection;
8. demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(e) The parties agree that these arbitration awards will not be appealed under S. 99 or 100 of the Labour Relations Code.

(f) The procedure for expedited arbitration is:

1. The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
2. The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
3. If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The Parties may each produce two witnesses whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
4. The Parties may, by mutual agreement, vary procedure.

## **ARTICLE 23 – DURATION**

23.1 (a) This Agreement will be in full force and effect on and after the **1st day of May 2019** to and including the **30th day of April 2022** and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of April 2022 or sixty (60) days prior to the 30th day of April in any year subsequent thereto.

(b) The provisions of the Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lockout, whichever first occurs.

23.2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50

(2) and 50 (3) of the Labour Relations Code of British Columbia.

DATED THIS 25<sup>Th</sup> DAY OF June , 2019.

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



Sussanne Skidmore  
(Employer)

Nina Hansen  
(Employer)

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



Nathan Beausoleil  
(Union)

Ingrid Ericson  
(Union)



Maria Peralta  
(Union)

# APPENDIX "A"

## PAY SCALE PER WEEK

<b>PAY SCALE PER WEEK Increase</b>	<b>May 1, 2019 2.0%</b>	<b>May 1 2020 2.0%</b>	<b>May 1, 2021 2.0%</b>
<b>CATEGORY 3</b> Administrative Assistant	1079.73	1101.33	1123.36
<b>CATEGORY 5</b> Executive Assistant Bookkeeper	1184.93	1208.63	1232.80
<b>CATEGORY 6</b> Accountant**	1244.19	1269.07	1294.45

\*\* The Employer shall pay for Annual CPA fees, and reasonable education requirements to maintain CPA designation

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

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

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

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

Signed: June 25, 2019

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



Sussanne Skidmore  
(Employer)


Nina Hansen  
(Employer)

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



Nathan Beausoleil  
(Union)

Ingrid Ericson  
(Union)



Maria Peralta  
(Union)

Collective Agreement:

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

Term: May 1, 2019 – April 30, 2022

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## APPENDIX "B"

### LETTER OF UNDERSTANDING - SHIFTWORK

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

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

The Parties hereto agree as follows:

#### Definition of Shifts and Shift Premium

(a) Identification of Shift

(1) *Day Shift*

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

(2) *Afternoon Shift*

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

(3) *Night Shift*

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

(b) Shift Premium

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

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

Signed: December 10, 2012

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

"Irene Lanzinger"  
(Employer)

"Jim Chorostecki"  
(Employer)

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

"Kevin Smyth"  
(Union)

"Susan Orr"  
(Union)

"Ingrid Ericson"  
(Union)

---

Collective Agreement:

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

Term: May 1, 2019 – April 30, 2022

Page 30

## APPENDIX “D”

### LETTER OF UNDERSTANDING - TECHNOLOGY

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

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

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

#### **Purpose**

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

#### **Employment Security**

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

#### **Skills Development**

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

#### **Roles**

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

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

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

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*Collective Agreement:*

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

*Term: May 1, 2019 – April 30, 2022*

*Page 31*

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

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

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

### **Continuing Discussion**

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

Signed: December 10, 2012

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

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

“Irene Lanzinger”  
(Employer)

“Kevin Smyth”  
(Union)

“Jim Chorostecki ”  
(Employer)

“Susan Orr”  
(Union)

“Ingrid Ericson  
(Union)

## APPENDIX "E"

### LETTER OF UNDERSTANDING - DEFERRED SALARY LEAVE PLAN

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

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

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

#### 1.     **Definitions**

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

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

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

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

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

#### 2.     **Funding for Leave of Absence**

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

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

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

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

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

### **3. Taking of Leave of Absence**

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

### **4. Withdrawal from the Plan**

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

estates.

**5. Return Following Participation in the Plan**

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

**6. General Provisions**

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

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

Signed: December 10, 2012

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

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

“Irene Lanzinger”  
(Employer)

“Kevin Smyth”  
(Union)

“Jim Chorostecki ”  
(Employer)

“Susan Orr”  
(Union)

“Ingrid Ericson  
(Union)

## APPENDIX “F”

### LETTER OF UNDERSTANDING

#### Violence, Bullying, Discrimination and Harassment

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

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

#### **Violence, Bullying, Discrimination and Harassment**

**It is expressly understood between the Parties that the following shall be used as a reference guide only.**

The Federation does not condone and will not tolerate discrimination against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code. Discrimination shall include violation of the principle of equal pay for work of equal value. In addition, there shall be no discrimination on the basis of union activity.

The Federation and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Federation, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC Human Rights Code. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, gender, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.

Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is ought to have known to cause offence or humiliation.

Discrimination and harassment do not include actions occasioned through exercising in good faith the Federation's managerial/supervisory rights and responsibilities.

Any employee who feels that they are subject to discrimination or harassment may file a complaint pursuant to Article 20 or a grievance pursuant to Article 21. Notwithstanding the process in Article 21, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the Labour Relations Code, to resolve complaints under this clause.

This process does not preclude an employee from filing a complaint under the BC Human Rights Code or with WorkSafe B.C.

### **Sexual Harassment in the Workplace:**

- (a) The Union and the Federation recognizes the right of employees to work in an environment free from sexual harassment, and shall take such actions as are necessary respecting an employee engaging in sexual and/or personal harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

### **Personal Harassment in the Workplace:**

- (a) The Federation and the Union recognize the right of employees to work in an environment free from personal harassment by other employees. The Federation shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, gender, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
  - (1) Physical threats or intimidation;
  - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) Distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Federation's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to visitor contact, provided the acts are committed within the course of the employment relationship including during union meetings and events.

### **Anti-Bullying**

- (a) The Federation and Union supports the rights of all people to work in an environment free from bullying by other employees. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.



(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a workers performance;
- (3) Otherwise adversely affects others.

(c) Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours and gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Ignoring people;
- Sarcastic jokes;
- Invading one's personal space;
- Giving limited information, then blaming;
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Criticizing a person persistently or constantly;
- Belittling a person's opinions;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment.

Signed: June 25

, 2019

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



Sussanne Skidmore  
(Employer)


Nina Hansen  
(Employer)

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



Nathan Beausoleil  
(Union)

Ingrid Ericson  
(Union)



Maria Peralta  
(Union)

## APPENDIX “G”

### LETTER OF UNDERSTANDING

#### Occupational Health and Safety

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

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

#### **Occupational Health and Safety**

It is agreed that the BC Workers’ Compensation Act, and the Occupational Health & Safety Regulation is a minimum standard, and is incorporated into and forms part of this agreement. The Parties agree to abide by those provisions unless this agreement provides otherwise.

Given the Federation’s role within the Labour Movement, it is appropriate to take a leadership role with respect to a healthy workplace. The parties agree that all employees have a right to a physical, psychologically and physiologically healthy and safe workplace, and that the Federation has the responsibility to ensure said safety within the workplace.

The Federation shall prevent and/or correct any situation which may compromise an employee’s physiological or psychological health and safety.

The Parties agree to work towards implementing the CSA Standard - Psychological Health and Safety in the Workplace. The purpose of addressing these issues is to reduce stress and to improve the internal working environment and worker health, which is defined by the World Health Organization as the highest state of physical, mental and social well-being.

#### **Joint Health and Safety Committee (JHSC)**

The Parties will establish a Joint Health and Safety Committee (JHSC), made up of two (2) representatives (and alternates) of the Union, two representatives from the USW bargaining unit, and three (3) representatives of the Federation.

The JHSC shall establish its own terms of reference and meeting schedule that meets the needs in the workplace and in compliance with applicable regulation and law.

#### **Joint Health and Safety Committee Recommendations**

The Federation shall respond in writing within twenty-one (21) days to any formal recommendation of the JHSC.

The JHSC may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

## **Refusal of Unsafe Work**

An employee may refuse to perform any work activity which they have reason to believe is likely to endanger themselves or someone else.

When an employee has refused to perform work under Paragraph (a) it is agreed that the Federation will ensure that any unsafe condition is remedied without delay, and that the matter will be referred to the JHSC.

The Federation will not assign any other employee to carry out the work refused until the JHSC has agreed that the hazard has been eliminated, or the WCB has determined the hazard has been eliminated.

## **Workplace Violence**

It is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse.

Where such potential exists:

1. employees who may be exposed to those work situations shall receive training in the recognition and management of such incidents;
2. applicable physical and procedural measures to protect employees shall be implemented.
3. Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

## **Employees Working Alone or In Isolation**

- a) Where employees are required to work alone or in isolation, they shall be supplied with a check-in system in accordance with WCB requirements.
- b) Where employees are required to travel alone for work purposes and are traveling on a route with intermittent or no cellular service, they shall be supplied with a Spot GPS Messenger Device at their request.

## **Day of Mourning**

- a) The Federation recognizes April 28 as the National Day of Mourning for workers killed or injured on the job.
- b) The Federation agrees to lower to half staff any flags flown in the workplace, stop work and provide a moment of silence for all employees at 11:00 a.m., in the memory of workers killed or injured by work.

Signed: June 25

, 2019

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



\_\_\_\_\_  
Sussanne  
Skidmore  
(Employer)

\_\_\_\_\_  
Nina Hansen  
(Employer)

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



\_\_\_\_\_  
Nathan Beausoleil  
(Union)

\_\_\_\_\_  
Ingrid Ericson  
(Union)



\_\_\_\_\_  
Maria Peralta  
(Union)

## APPENDIX “H”

### LETTER OF UNDERSTANDING

#### Notice of Other Employment Opportunities with the Federation

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

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

#### Notice of Other Employment Opportunities with the Federation

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

Signed: December 10, 2012

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

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

“Irene Lanzinger”  
(Employer)

“Kevin Smyth”  
(Union)

“Jim Chorostecki ”  
(Employer)

“Susan Orr”  
(Union)

“Ingrid Ericson  
(Union)

## APPENDIX “I”

### LETTER OF UNDERSTANDING

#### Return to Work / Accommodation Policy

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

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

#### Return to Work / Accommodation Policy

The Federation, USW Local 2009, MoveUP (Cope 378) and the Joint Health and Safety Committee (JHSC) (the Stakeholders) recognize their moral and legal responsibilities towards employees with disabilities. The Stakeholders are, through consultation and cooperative partnership, developing a Return to Work/Accommodation Program consistent with Disability Prevention principles and compliant with all applicable legislation including the BC Human Rights Code.

The goal of the program will be to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undue hardship on the Parties. The program shall be applied fairly and consistently and ensure that every attempt is made to provide reasonable accommodation that reintegrates an employee back to their pre-disability position. The Return to Work /Accommodation Program will apply to mental health issues and be treated in the same fashion as physical injury or illness.

The Return to Work Committee, with representation of all the Stakeholders, will assist in the administration of the Return to Work/Accommodation Program. The Return to Work Committee shall act as a subcommittee of the JHSC and shall have not less than one (1) person from each Union on the committee. The Return to Work Committee shall develop their own terms of reference.

Signed:

June 25

, 2019

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



---

Sussanne Skidmore  
(Employer)

---

Nina Hansen  
(Employer)

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



---

Nathan Beausoleil  
(Union)

---

Ingrid Ericson  
(Union)



---

Maria Peralta  
(Union)

## LETTER OF UNDERSTANDING #1

**BETWEEN: B.C. Federation of Labour**  
(hereinafter referred to as the “Employer”)

*Party of the First Part;*

**AND: MoveUP**  
**(Canadian Office and Professional Employees Union, Local 378)**  
(hereinafter referred to as the “Union”)

*Party of the Second Part;*

**RE: STANDARDIZATION OF RDOs**

The parties agree to meet and discuss a potential pilot project to standardize RDOs for MoveUP bargaining unit members within 6 months of ratification of the memorandum of agreement.

For clarity, the standardization of RDOs is defined as a common day of the week for RDOs for all MoveUP bargaining unit members, likely Friday.

The parties will appoint 3 representatives on each side for standardization discussions.

The implementation of a standardization pilot project is only by mutual agreement of the parties. It's expressly understood that upon mutual agreement, the Union will seek approval for implementation via ratification of the affected bargaining unit.

Either party may withdraw from the pilot project upon 30 days notice.

Signed: June 25, 2019

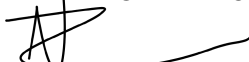
**SIGNED ON BEHALF OF THE  
FEDERATION PARTY OF THE FIRST PART**



Sussanne Skidmore  
(Employer)

Nina Hansen  
(Employer)

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



Nathan Beausoleil  
(Union)

Ingrid Ericson  
(Union)



Maria Peralta  
(Union)