

# COLLECTIVE AGREEMENT

Between

## **Telecommunication Workers Union**

**(United Steelworkers Local 1944)**

(hereinafter referred to as the "Employer")



And



**(Canadian Office and Professional Employees Union, Local  
378)**

(hereinafter referred to as the "Union")

**July 1, 2021 to June 30, 2026**



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## ARTICLE 1 – PURPOSE

### 1.01 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that the headquarters and where we gather is:

- In Burnaby, on stolen land of the traditional, ancestral territory of the x<sup>w</sup>məθk<sup>w</sup>əy<sup>ə</sup>m (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), səlilwətał (Tsleil-Waututh) and qiqéyt (Qayqayt) First Nations.

- In Calgary, on the traditional, ancestral territories of the Blackfoot Confederacy (Siksika, Kainai, Piikani), the Tsuut'ina, the Îyâxe Nakoda Nations, and the Métis Nation (Region 3) in the Treaty 7 territory.

- In Edmonton, on the traditional, ancestral territories of Nêhiyawak (Cree), Anishinaabe (Saulteaux), Niitsitapi (Blackfoot), Métis, Dene, and Nakota Sioux in the Treaty 6 territory.

- In Scarborough, on the traditional, ancestral territories of the the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples on Treaty 13 and Williams Treaties territory.

- In Montreal, on stolen land of the traditional, ancestral territory of the Kanien'kehá:ka (Mohawk) First Nations.

We recognize and deeply appreciate their historic connection to this place. We recognize the contributions Indigenous peoples have made, both in shaping and strengthening these communities in particular, our provinces and our country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

### **1.02**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01**

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP (Canadian Office and Professional Employees' Union, Local 378), and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent, excluded positions, or representative of the Employer.

### **2.02**

All members shall be required to use their Union Label.

### **2.03**

The union label shall be made available to the Employer. The privilege of using the union label shall be extended to the Employer as long as this agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The union label shall be the official Union Label as designated by the Union. and the Union Label shall remain the sole property of the Union.

### **2.04**

The employees shall not be asked to make any written statement or verbal contract which may conflict with this agreement.

### **2.05**

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

### **2.06**

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

### **2.07**

Both the Employer and the Union agree all employees covered by this agreement will join MoveUP (Canadian Office and Professional Employee Union Local 378).

## **2.08**

When office workers are required, the Employer and the Union agree to post internally and externally in conjunction to fill a vacancy.

## **2.09**

Upon proper signed authorization by an employee who is a member of the Union, the Employer agrees to deduct dues from their wages, or such increased or decreased amounts that shall be payable in lieu thereof pursuant to a resolution of said union and evidenced by a copy thereof duly certified by its proper officers. Such monies shall be paid to the Secretary Treasurer by the 15<sup>th</sup> of the following month, accompanied by an alphabetical list of the employees for and on behalf of whom such deductions have been made together with a list of resignations, changes of name, leave of absence, or other retirements from employment.

## **2.10**

The Employer agrees to allow a shop steward thirty (30) minutes paid time to provide a union orientation session to any new employee governed by this agreement. This is subject to a mutually agreeable time between the Employer and the Union, and if it requires a face to face meeting, any travel costs, travel time, and expenses will be borne by the Union.

## **ARTICLE 3 - UNION REPRESENTATION and DISCRIMINATION**

### **3.01**

Officers of the Union shall have the right to contact the employees at their place of employment on matters pertaining to the agreement or its administration. The Union upon stating the reason for their request shall require prior authorization from the Employer as to an appropriate time for such contact before entering the Employer premise.

### **3.02**

The Employer and the Union shall not discriminate on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted, and as otherwise provided by the applicable provincial human rights act unless proper and just cause exists.

### **3.03**

The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union or for the exercise of rights provided by this agreement, unless just cause exists.

### **3.04**

The office steward may within reason investigate and process grievances or confer with the representatives of the Union during regular working hours without loss of pay. If more than 1 hour is required it will be subject to Employer approval.

### **3.05**

Leave of absence may be requested by the Union for an employee to attend to union business. Where possible such leave will be granted by the Employer.

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

### **4.01**

The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement. The Employer retains the exclusive right to manage its operations in all respects including the direction of employees. The Employer agrees that any exercise of these rights shall not contravene the provisions of this Agreement.

### **4.02**

The Employer may perform bargaining unit work for reasons of training or emergency circumstances. No Regular employee will lose their employment as a result of the Employer performing bargaining unit work for the above reasons.

## **ARTICLE 5 - DEFINITION of EMPLOYEES**

### **5.01 Probationary Period**

All new employees will be considered probationary for the first one hundred and eighty (180) calendar days. After one hundred and eighty (180) calendar days, a temporary employee attaining regular status will not be required to serve a further probationary period in accordance with the position in which they are successful as long as it is the same position.

### **5.02 Regular Full Time**

A regular full time employee is any person employed on a full-time basis whose duties fall within the bargaining unit of this Agreement.



### **5.03 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. 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 worked.
- (b) After 90 calendar days, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- (c) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 8 (Annual Vacations).

### **5.04 Temporary**

- (a) Temporary employment shall be for a specified period not exceeding one hundred and twenty (120) calendar days duration except as provided in Section 5.04(b) below. A temporary employee who is successful in attaining regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- (b) Temporary employees hired to replace employees on leave of absence under Article 10.01 (Sick Leave) and 10.03 (Wage Indemnity) shall not attain regular status during the duration of their temporary employment.
- (c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay at twelve (12%) percent of gross earnings.

## **ARTICLE 6 - HOURS of WORK and OVERTIME**

### **6.01**

The following hours shall apply to Regular Full Time Employees only and will be scheduled by the Employer.

### **6.02**

Day 1: Eight and one half (8 ½) hours between the hours of 7:00 am to 5:00 pm with a half hour unpaid lunch, two fifteen (15) minute paid breaks.

Days 2 through 9: Eight and one quarter (8 ¼) hours between the hours of 7:00 am to 5:00 pm with a half hour unpaid lunch, and two fifteen (15) minute paid breaks. (To allow for the 10<sup>th</sup> day off.)

All days off will require prior approval of the Employer if the day falls during a scheduled USW Local 1944 Convention. If prior approval is not requested the Employer will schedule the day off outside of the USW Local 1944 Convention week.

### **6.03**

Hours of work as provided in Section 6.01 may be varied subject to mutual agreement between the Employer and the Union.

### **6.04**

Temporary and Part time employees will be scheduled at the Employer's discretion between the hours of 7:00 am and 5:00 pm Monday to Friday.

### **6.05 Overtime Premiums**

All time worked before or after the regular scheduled working day as per 6.02, and 6.04, shall be considered as overtime and paid at the rate of two times the employees basic hourly rate of pay.

### **6.06**

All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 (Annual Vacations) or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two times the employees basic hourly rate of pay.

**6.07**

All employees requested to work overtime beyond the regular work day shall be allowed a 30 minute paid meal period at the regular basic 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.

**6.08**

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

**6.09**

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

**6.10**

Employees who work overtime may bank up to 35 straight time hours as paid time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

**6.11**

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 7 - STATUTORY HOLIDAYS**

**7.01**

The Employer 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	Saint-Jean-Baptiste Day (QC only)	Canada Day	BC Day\Heritage Day\Civic Holiday (BC\AB\ON only)
Labour Day	<u>National Truth and Reconciliation Day</u>	Thanksgiving	Remembrance Day
Christmas Day	Boxing Day		

**7.02**

Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

**7.03**

The Employer agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

**ARTICLE 8 - ANNUAL VACATIONS**

**8.01**

- (a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days.
- (b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

<b>Completed Years of Service</b>	<b>Entitlement</b>
1 to 5	15 days
6 to 11	20 days
12 to 17	25 days
18 years and over	30 days

**8.02**

In awarding vacations, deductions shall be made when a leave of absence is approved under Article 9.01, or when an illness extends beyond thirteen (13) weeks. Paid vacation period shall be pro-rated to the time worked in that period, and the employee will decide whether they wish to use the full vacation period including the unpaid portion.

### **8.03**

Any deduction of vacation in accordance with the provisions of 8.02 above which exceed an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

### **8.04**

On December 31<sup>st</sup> of each year, regular employees shall receive a vacation bonus of two (2%) percent of gross earnings earned in that Calendar year. This time must be booked in a block and not single or half day increments, and must be selected as per Article 8.06. Any employee who has not booked the time will have it automatically paid out at the end of the calendar year. Upon termination an employee shall be paid any outstanding vacation bonus from the period of January 1<sup>st</sup> to the termination date.

### **8.05**

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

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

### **8.06**

The Employer shall make available a vacation schedule by November 1<sup>st</sup> and the employees shall indicate their vacation selection by December 31<sup>st</sup> and have such vacation confirmed by January 15<sup>th</sup> of each year. For vacation requested during the period of January 1-March 31, employees shall indicate their selection by November 1 and have such vacation confirmed by November 30 of the year preceding the vacation.

On May 1<sup>st</sup>, the Employer will notify the Employees of any unscheduled remaining vacation and that it must be scheduled by June 1<sup>st</sup> or the Employer may schedule it.

### **8.07 Past Service Credits**

All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two (2) full calendar years after re-entry.

## ARTICLE 9 - LEAVE of ABSENCE

### 9.01

An employee may apply for, and where possible receive, up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing. Employees approved on a leave of absence may opt to continue their medical, extended, and dental benefits at 100% premium cost to the employee.

### 9.02 Bereavement Leave

Leave of absence without loss of pay of up to five (5) days will be granted to any employee who is otherwise scheduled to be at work in the event of the death of a member of the employee's immediate family.

Members of the immediate family include:

- Partner/spouse of the employee;
  - Child, step-child or foster child of the employee
  - Parent, foster parent of the employee or of the employee's partner/spouse;
  - Sibling of Parent (Aunt/Uncle)
  - Grandparent;
  - Grandchild;
  - Partner/spouse of a child of the employee (Son in-law/Daughter in-law)
  - Sibling of the employee; (Brother/Sister)
  - Sibling-in-law of the employee; (Brother in-law/ Sister in-law)
  - Children of sibling (Nephew/Niece)
  - Traditional or customary adopted children of employee or partner
  - A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.
  - An individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law relationship.
- Reasonable requests pursuant to this article must not be refused.

Leave of absence without loss of pay up to one (1) day shall be granted to any employee who is otherwise scheduled to be at work in the event of the death of:

Partner/Spouse's Grandparent

Partner/Spouse's Grandchild

One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of a friend or work colleague. One half (1/2) day of leave shall be granted to any employee who wishes to attend as mourner or pallbearer, to a maximum of two (2) days per year. Employees who have to travel out-of-province, or overseas, or to/from remote areas, may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

The Employer may, at its discretion, grant further bereavement leave, contingent on the circumstances.

If the spouse's grandparent(s) are living in the family household they will be treated as immediate family for leave of absence purposes.

### **9.03 Pregnancy and Parental/Adoption Leave**

- (a) For the purpose of this Article, "Spouse" includes common-law partner within the meaning of the Family Relations Act.
- (b) Pregnancy and Parental/Adoption Leave will be granted in accordance with the applicable legislation in the province where the employee is headquartered. Such leave of absence may be extended by mutual agreement upon application by the employee, without pay.
- (c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits). Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- (d) An employee who resumes employment on the expiration of this Leave of Absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (e) Seniority shall accrue during Pregnancy and Parental/Adoption Leave.

#### **9.04 Leave for Medical/Dental Appointments**

An employee may be allowed up to three (3) hours with pay from their sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to three (3) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed fifteen (15) hours in any calendar year.

#### **9.05 Family Responsibility Leave and Compassionate Care Leave**

- (a) In the case of serious illness/injury of an immediate family member (including same sex partner), which requires the personal attention or presence of the employee at a time over which the employee has no control or attended to by the employee at any time when the employee is off duty the employee shall be entitled to use entitlement from their sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional unpaid time may be approved.
- (b) In the event of a serious illness or injury to a spouse (including same sex partner), child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the yearly sick leave.
- (c) Family Responsibility and Compassionate Care Leave shall be provided and administered in accordance with the respective Provincial legislation governing each province.

#### **9.06 Leave for Jury Duty**

An employee summoned to Jury Duty or subpoenaed as a witness shall be given leave and paid wages amounting to the difference between the amount paid to them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed the hours of work as outlined in article six (6). Any time worked in the office in excess of the hours as outlined in article six (6) shall be considered overtime and paid as such.



### **9.07 Personal Pressing Business**

An employee shall be allowed up to a maximum of one (1) paid day off per year to attend to pressing personal business. Time off for pressing personal business is only granted to an employee required to be absent to attend to a personal matter that cannot be properly served by others, and for which the employee was not afforded reasonable opportunity to make alternate arrangements.

### **9.08 Education Leave**

Employees with five (5) years or more of continuous service with the Employer may be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves without pay and upon approval of the Employer. The following terms and conditions shall apply to such leaves:

- (a) Application for leave shall be in writing.
- (b) Seniority shall be the determining factor in scheduling of leave.
- (c) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve application of this in any particular case.
- (d) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.

### **9.09 First Responder Leave**

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

### **9.10 Domestic or Sexual Violence Leave**

The Employer 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 Employer 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 Employer shall grant each employee paid leave if needed, to address the personal effects of violence and abuse, without loss of seniority, for up to ten (10) paid days.
- (b) The Employer, the employee and the Union will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will direct affected employees to appropriate counseling and support services.

- (d) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.
- (e) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

### **9.11 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 Article 10.01 (Sick Leave) or Article 9.01 (Leave of Absence) depending on the employee's request.

The Union, the Employer 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 Employer. The Employer will ensure it enforces its harassment-free work environment and not accept any discriminating actions.

## **ARTICLE 10 - SICK LEAVE, WELFARE PLANS and PENSION PLAN**

### **10.01 Sick Leave**

- (a) The Employer will allow two (2) working days per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of 24 days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days.
- (b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's sick bank. 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. At the employee's option, sick leave may be used to offset the difference between regular salary and wage indemnity payments. 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.
- (c) The Employer will maintain the affected employee on payroll until the employee receives their first indemnity cheque. At which time any payment owing to the Employer will be reimbursed by the employee.

## **10.02 Medical Plan**

A medical plan shall be made available to all regular fulltime employees desiring same. The Employer shall pay 100% of the premium cost for the employee's coverage under such a plan. The same medical plan shall be made available to all regular part-time employees and premiums will be made on a pro rata basis.

## **10.03 Wage Indemnity Plan**

The Union Weekly Wage Indemnity Plan (1-8-39 plan providing seventy-five [75%] per cent of earnings when unable to work due to sickness or accident) shall be made available to all regular full time and part time employees. The Employer shall pay 100% of the premium cost for the employee's coverage under such a plan.

## **Graduated Return to Work**

Employees may request a graduated return to work following a period of leave due to illness or disability provided they provide two (2) weeks notice of their intention to return and their return has been approved by the employee's physician.

Employees shall receive benefits consistent with the Wage Indemnity Plan.

## **10.04**

Employees may be granted extended sick leave of absence without pay of up to six (6) months with up to three (3) years of service, and twelve (12) months if over (3) three years of service, beyond the paid sick leave entitlement provided in Section 10.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

## **10.05 Dental Plan**

The Union prepaid Dental Plan shall be made available to regular employees desiring same. Premium costs for coverage under the Union Plan shall be paid 100% by the Employer. The same dental plan shall be made available to all regular part-time employees and premiums will be made on a pro rata basis.

Coverage is: Part A — 100%  
Part B — 60%  
Part C — 60% (Ortho coverage, with a \$3,500.00 lifetime limit)

### **10.06 Extended Health Benefit Plan**

The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all regular employees.

This plan shall include:

- an eyeglass option of six hundred and twenty-five dollars (\$625.00) every twenty four (24) months
- eye examination option of one hundred fifty dollars (\$150.00) once every two (2) years
- a hearing aid option of three hundred and seventy-five dollars (\$375.00), lifetime limit, and coverage of registered psychologist treatments up to fifteen hundred dollars (\$1,500.00) every twelve (12) months
- and a prescription drug card, providing coverage based on British Columbia employees' current coverage including drug coverage for IUDs and Birth Control.

100% Premium costs shall be paid by the Employer

The same plan shall be made available to all regular part-time employees and premiums will be made on a pro rata basis. There will be no age limit. There will be no deductibles.

Extended health care lifetime limit is set at \$1,000 000.00

### **10.07 Pension Plan**

- (a) Employees will contribute two percent (2%) to the Union Pension Plan. The Employer contributions to the Union Pension Plan shall be thirteen percent (13%) of gross earnings for the duration of the agreement.
- (b) The Employer shall make payment to the Trustees of the Union Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by the Union.
- (c) The Union will send a copy of the annual statement of the Pension Plan to the President of the USW Local 1944, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

### **10.08 Group Life Insurance**

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide two (2) times annual salary for Life Insurance Coverage and Accidental Death and dismemberment benefits. Employees have option to purchase additional insurance for employees and family members.

### **10.09 EI Premium Rebate**

The Employer and Employees agree that five-twelfths (5/12ths) of the EI Premium Reduction will be paid back to the employee annually, where applicable.

### **10.10 Benefit Plan Coverage**

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

### **10.11 Long Term Disability**

The Employer shall pay the full cost of premiums to provide a Long Term Disability Plan (seventy-five per cent [75%] of wages to a maximum of four thousand dollars [\$4,000.00]).

### **10.12 Employee Assistance Program**

The Employer believes in the health and wellness of its employees and as such shall make available to all of its clerical employees the comprehensive Employee Assistance Program that is currently in effect.

- a) The plan adheres to and guarantees strict confidentiality.
- b) The cost of the program shall be borne by the Employer.
- c) The services currently provided by the Plan shall not be reduced or eliminated without mutual agreement of the Union and the Employer.

### **10.13**

Employees who retire with greater than ten (10) years service shall receive benefit coverage for MSP, Group Life, ADD, EHB, and Dental benefits for a period of ninety (90) days paid by the Employer. If the retiree wishes to continue benefits beyond this point, they may apply to plan carrier for self paid coverage.

## **ARTICLE 11 - WAGES**

### **11.01**

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories, classifications and salaries and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

### **11.02**

Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 (Single Arbitrator) of this Agreement.

### **11.03**

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 of any employee now on the payroll of the Employer. 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 be advanced or promoted in the service of the Employer.

### **11.04**

Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six (6) month step of the salary range for the employee's classification, provided the employee has six (6) months or more such experience. New employees with less than six (6) months such experience shall be paid at a salary step in accordance with this previous experience.

### **11.05**

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

### **11.06**

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 fulfills 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 Section 6 foregoing.

### **11.07**

Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.

## **ARTICLE 12 - SENIORITY**

### **12.01**

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.

### **12.02**

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

### **12.03**

An employee laid-off and placed on the recall list under Article 14, Section 14.05 will be credited with unbroken seniority upon recall within the recall period.

### **12.04**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.

### **12.05**

Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.

## **12.06**

When on approved leave of absence on Union business under Article 3, Section 3.05; sick leave and extended sick leave under Article 10, Sections 10.01 and 10.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 9, Section 9.01, will be credited with accumulative seniority as defined in Section 12.07.

## **12.07**

Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

## **12.08**

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

## **ARTICLE 13 - PROMOTION AND JOB POSTINGS PROCEDURES**

### **13.01**

The Employer shall wherever possible fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions in accordance with Article 2.08.

### **13.02**

Each regular vacancy and/or new position shall be posted internally and externally for a minimum seven (7) calendar days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification, salary range, and closing date. No further applications will be received after the close of the job posting.



### **13.03**

- (a) The Union and the Employer agree that all positions and vacancies per Article 5 (Definition of Employees) shall be posted at a minimum of Category 4 per Appendix B (Job Descriptions) of this Collective Agreement.
- (b) For any regular full-time or regular part-time Category 4 posting per Article 5.02 and Article 5.03 (Definition of Employees), the employee will learn and develop the necessary skills to become a Category 5 employee after no longer than twenty four (24) calendar months.
- (c) If at the end of twenty four (24) months or earlier, the employee, after consultation with the Union, does not wish to assume the job duties and responsibilities of a Category 5 position, the employee shall inform the Employer and the Union in writing.

### **13.04**

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

### **13.05**

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

### **13.06**

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

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.01**

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

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

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

### **14.02**

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

- (a) Two (2) weeks notice where the employee has been employed less than three (3) years.
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice up to a maximum of eight (8) weeks notice.
- (c) In the event of office closure, Article 14.02(b) will apply. (This shall not apply to temporary job sites.)

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

### **14.03**

Any regular employee with six (6) months or more of service who is laid-off due to a lack of work or redundancy shall be placed on the recall list for a period of one (1) year and receive severance pay pursuant to Article 17.05 (Severance Pay). An employee may elect to terminate at any time during the recall period and receive severance pay immediately upon termination.

#### **14.04**

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

#### **14.05**

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

#### **14.06**

Recalled employees shall return to their former salary. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

### **ARTICLE 15 – GENERAL**

#### **15.01 Working Conditions**

(a) 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 unless otherwise notified in writing by the Employer to the Union. Prior to any change in practice the parties will meet to discuss the issue, if no agreement can be reached, the issue will be submitted to Arbitrator Mark Brown or alternate for determination. The Arbitrator's ruling will be final and binding on both parties.

#### **(b) Work From Home Program**

The Employer agrees, upon request from the Union, to enter into discussions, with the intent wherever possible to implement, a mutually agreeable Work from Home Program.

#### **15.02**

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

### **15.03**

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit. Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

### **15.04**

The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

### **15.05 Tuition Fees**

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

- (a) Employer initiated — 100% of course fees upon successful completion of course.
- (b) Employee initiated — 100% of course fees for work related courses upon successful completion.

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

### **15.06**

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

### **15.07**

An employee appointed to a government Board or Agency, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be unreasonably denied.

## **15.08 Review of Personnel File**

Upon request, and upon a minimum of one (1) week's notice, an employee shall be entitled to review their personnel file, annually and in the event of a grievance. Every reasonable effort will be made by the Employer to provide access as quickly as possible.

Letters regarding disciplinary action shall be removed from an employee's file after eighteen (18) months, provided the employee has been discipline free for the preceding eighteen (18) month period.

## **ARTICLE 16 - DISCHARGE and TERMINATION**

### **16.01**

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

### **16.02**

If a regular employee is terminated, except as provided in 16.01 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.

### **16.03**

If an employee resigns without giving two (2) weeks written notice, such employee shall forfeit all welfare plan benefits.

### **16.04**

If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to their former position without any loss of seniority or rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

## **16.05**

An employee whose employment is terminated by the Employer, as set forth in 16.01 above, shall be paid all vacation credits, and salary due upon such termination of employment, within ten (10) business days.

## **ARTICLE 17 - TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY**

### **17.01**

- (a) Wherever possible, the Employer shall provide the Union with up to six (6) months written notice of intention to introduce automated equipment and/or procedural change.
- (b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment.
- (c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

### **17.02**

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

### **17.03**

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

### **17.04**

A specified extension of the recall period, where recall is applied under 17.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

## **17.05**

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be as follows:

Less than 1 year service	2 weeks
1 to 4 years service	4 weeks
5 to 11 years service	1 week per year service
12 years service and higher	2 additional weeks per year to max 26 weeks

Severance pay shall be payable to an employee immediately upon termination, within seven (7) calendar days.

## **17.06**

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

## **ARTICLE 18 – GRIEVANCES**

### **18.01**

Any differences concerning the interpretation, application, administration or alleged violation of the provisions of this agreement shall be settled in the following manner:

- (a) If an employee has a grievance against the Employer the procedure for settlement shall commence at Section 18.03 Step 1.
- (b) If the Employer or the Union has a grievance the procedure shall commence at Section 18.03 Step 2b.

### **18.02**

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate Step by:
  - (i) stating the nature of the grievance and the circumstances from which it arose;
  - (ii) stating the Article(s) of the Agreement alleged to have been violated;
  - (iii) stating the remedy sought or other action required to resolve the matter.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

### **18.03**

#### **Step 1**

The employee involved shall first take up the grievance with the persons designated by the Employer within ten (10) working days of the circumstances giving rise to the grievance. The employee may be accompanied by a Shop Steward. The Employer shall render a written decision to the Shop Steward within ten (10) working days of such meeting.

#### **Step 2a**

If the grievance is not resolved at Step 1 the matter shall be submitted in writing to the Employer within ten (10) working days following a decision at Step 1. The grievor along with the Shop Steward and or Union Representative shall meet with the persons designated by the Employer to attempt to settle the matter. The Employer shall render a written decision within ten (10) working days of such meeting.

#### **Step 2b**

If a grievance is initiated by the Employer or the Union, the matter shall be submitted in writing to the other party. The Parties shall meet within ten (10) working days to attempt to settle the matter. The responding party shall render a written decision within ten (10) working days of such meeting.

#### **Step 3**

In the event that a matter remains outstanding after Step 2 either party may refer the matter to arbitration by providing written notice to the other party within ten (10) days of the Step 2 decision.

### **18.04**

Except as provided in Section 18.05 a grievance not advanced to the next step under 18.03, within the time limits, shall be considered abandoned and all further recourse to the grievance and arbitration procedure is forfeited.

### **18.05**

Time limits set forth in this Article may be extended by mutual agreement of the Union and the Employer. Any agreement to extend time limits must be in writing.



## **18.06**

For purposes of concluding the steps of this grievance procedure, conference calls will be accepted in lieu of actual meetings if needed.

## **ARTICLE 19 - SINGLE ARBITRATOR**

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

1. The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
2. The Parties to the dispute will thereupon meet to decide upon an Arbitrator. Failing agreement on this within thirty (30) calendar days of such notice or in the event one of the Parties declines the procedure, either party may then apply to the provincial Labour Board that has jurisdiction in the province which the grievor is headquartered, to appoint an Arbitrator.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties; settle the terms of question to be arbitrated and make their award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.
4. Each party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## **ARTICLE 20 - HEALTH and SAFETY**

### **20.01**

There shall be a Joint Health and Safety Committee consisting of two (2) Bargaining Unit employees, and two (2) Employer Representatives.

### **20.02**

This Committee shall meet once monthly or as needed by the Parties.

### **20.03**

The Employer will provide time off with pay for committee members to be properly trained, subject to the training being approved by the Employer.

## **20.04**

The Employer will make every attempt to have a minimum of one (1) person per office location trained in first aid level I.

## **20.05**

The Employer will attempt to supply reasonable and adequate office equipment (to include work stations) and will consult with the employees prior to purchasing and introducing new or upgraded equipment for the office. It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards. Upon employee request, on an annual basis all equipment shall be tested to ensure it meets the safety standard. The Employer shall provide instruction in the safe and proper usage of all office equipment.

## **20.06**

### Sexual and/or Personal Harassment in the Workplace (formerly LOU #1)

- (a) MoveUP and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act (race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability) that is likely to cause offence or humiliation to any person.

- (i) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Section, (iii) herein.
- (ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
- (iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2a of the grievance procedure. Incidents occurring prior to the ten (10) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.
- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
- (v) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

## **ARTICLE 21 – DURATION**

### **21.01**

- (a) This Agreement will be in full force and effect on and after the 1<sup>st</sup> day of July 2021, to and including the 30<sup>th</sup> day of June 2026 and shall automatically be renewed thereafter, unless either party serves written notice to commence collective bargaining upon the other party hereto, within Four (4) months prior to the 30<sup>th</sup> day of June 2026.
- (b) When such notice is given, the provisions of this agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.

### **21.02**

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

**21.03**

Upon coming into force of this Agreement, all prior Agreements, Letters of Agreement, Letters of Understanding, Letters of Intent, Memoranda of Agreement, or any other Agreement between the parties (including predecessor organizations) shall be terminated unless specifically renewed.



Signed at	Burnaby	, BC	this	9th	day of	June	, 2022
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Party of the First Part;

Party of the Second Part;

	
Michael Phillips – Secretary Treasurer	Daniel Storms – Union Representative

E&OE

**APPENDIX “A”**

APPENDIX “A” - WAGES – NATIONAL WAGE RATES					
WAGE RATES EFFECTIVE - JULY 1, 2021					
	Temporary Rates	Based on 35 hours per week			
	Per Hour		Start Rate	After 6 Months	After 12 Months
CATEGORY 4	\$30.64	Weekly	\$1,038.14	\$1,055.67	\$1,072.34
		Hourly	\$29.66	\$30.16	\$30.64
CATEGORY 5	\$32.86	Weekly	\$1,114.05	\$1,131.90	\$1,150.10
		Hourly	\$31.83	\$32.34	\$32.86
CATEGORY 6	\$36.00	Weekly			\$1,260.00
		Hourly			\$36.00
CATEGORY 7	\$37.50	Weekly	\$1277.50	\$1295.00	\$1312.50
		Hourly	\$37.50		\$37.50

APPENDIX “A” - WAGES – NATIONAL WAGE RATES					
WAGE RATES EFFECTIVE - JULY 1, 2022					
	Temporary Rates	Based on 35 hours per week			
	Per Hour		Start Rate	After 6 Months	After 12 Months
CATEGORY 4	\$30.64	Weekly	\$1,038.14	\$1,055.67	\$1,072.34
		Hourly	\$29.66	\$30.16	\$30.64
CATEGORY 5	\$33.85	Weekly	\$1,147.30	\$1,165.85	\$1,184.75
		Hourly	\$32.78	\$33.31	\$33.85
CATEGORY 6	\$37.08	Weekly			\$1,299.55
		Hourly			\$37.08
CATEGORY 7	\$38.63	Weekly	\$1316.00	\$1333.85	\$1,352.05
		Hourly	\$37.60	\$38.11	\$38.63

APPENDIX "A" - WAGES – NATIONAL WAGE RATES					
WAGE RATES EFFECTIVE - JULY 1, 2023					
	Temporary Rates	Based on 35 hours per week			
	Per Hour		Start Rate	After 6 Months	After 12 Months
CATEGORY 4	\$30.64	Weekly	\$1,038.14	\$1,055.67	\$1,072.34
		Hourly	\$29.66	\$30.16	\$30.64
CATEGORY 5	\$34.87	Weekly	\$1,181.60	\$1,200.85	\$1,220.45
		Hourly	\$33.76	\$34.31	\$34.87
CATEGORY 6	\$38.19	Weekly			\$1,336.65
		Hourly			\$38.19
CATEGORY 7	\$39.79	Weekly	\$1,355.55	\$1,373.75	\$1,392.65
		Hourly	\$38.73	\$39.25	\$39.79

APPENDIX "A" - WAGES – NATIONAL WAGE RATES					
WAGE RATES EFFECTIVE - JULY 1, 2024					
	Temporary Rates	Based on 35 hours per week			
	Per Hour		Start Rate	After 6 Months	After 12 Months
CATEGORY 4	\$30.64	Weekly	\$1,038.14	\$1,055.67	\$1,072.34
		Hourly	\$29.66	\$30.16	\$30.64
CATEGORY 5	\$35.92	Weekly	\$1,216.95	\$1,236.90	\$1,257.20
		Hourly	\$34.77	\$35.34	\$35.92
CATEGORY 6	\$39.34	Weekly			\$1,378.65
		Hourly			\$39.34
CATEGORY 7	\$40.99	Weekly	\$1,396.15	\$1,415.05	\$1,434.65
		Hourly	\$39.89	\$40.43	\$40.99

APPENDIX "A" - WAGES – NATIONAL WAGE RATES					
WAGE RATES EFFECTIVE - JULY 1, 2025					
	Temporary Rates	Based on 35 hours per week			
	Per Hour		Start Rate	After 6 Months	After 12 Months
CATEGORY 4	\$30.64	Weekly	\$1,038.14	\$1,055.67	\$1,072.34
		Hourly	\$29.66	\$30.16	\$30.64
CATEGORY 5	\$37.00	Weekly	\$1,253.35	\$1,274.00	\$1,295.00
		Hourly	\$35.81	\$36.40	\$37.00
CATEGORY 6	\$40.52	Weekly			\$1,418.20
		Hourly			\$40.52
CATEGORY 7	\$42.22	Weekly	\$1,438.15	\$1,457.40	\$1,477.70
		Hourly	\$41.09	\$41.64	\$42.22

1. Regular part-time employees shall be subject to the regular employee wage progression scale.
2. Should the Employer consider that an employee has not qualified for an increase due to performance issues, the employee shall be advised in writing thirty (30) days prior to the date of the scheduled increase.
3. Employees on leave of absence for sickness or accident for greater than 3 months shall have any increase delayed by one month for first three (3) weeks absence over three (3) months, and one (1) month for each subsequent month.

### **Training Differential**

An employee who, in addition to their normal duties, is required to train one (1) or more new persons in the procedures and duties of their office shall receive, in addition to their regular salary, a training differential of five dollars (\$5.00) per day.

### **Coordinator Differential**

An employee who in addition to their normal duties who is required by the Employer to be in a workflow capacity shall be paid a differential of five dollars (\$5.00) per day when working in that capacity.

### **Translation Differential**

An employee who in addition to their normal duties, who is assigned by the Employer to perform the translation of documents, shall be paid a seven dollar fifty cent (\$7.50) differential per day if performed for more than one (1) hour per day.



## **APPENDIX “B” – JOB DESCRIPTIONS**

The following job descriptions are intended to describe the degree of skill and responsibility and the type of work performed in each of the four (4) categories. They are generic job descriptions and do not represent an actual job. The duties listed in each category typically represent duties performed by employees who work in Union offices that have relatively small staff complements. The duties and responsibilities are not listed in order of importance. Employees are not required to perform all of the listed tasks to be assigned to a particular category nor does it mean that a person can only do the work of the category that they are being paid except that when performing duties of a higher category they will be paid at the wage rate of the higher category.

### **CATEGORY 4**

Employees in this category perform a variety of office functions with or without supervision. Employees perform at an intermediate level in the use of office applications. The use of independent judgement in relation to Employer’s direction is required. This is complex secretarial and clerical work in which an employee works with more independence and minimal supervision.

May include:

Clerk 4, Accounting Clerk 4, Secretary 4, Administrative Assistant 4

(1)

Duties and Responsibilities:

- Performs incidental word processing and data input.
- Sorts, assembles and files a variety of materials.
- Opens, date stamps, sorts and delivers incoming mail. Collects sorts and weighs outgoing mail, records registered mail, bunches and prepares mail for delivery to post office. Arranges, prepares waybills and contacts courier services.
- Answers phones, transfers calls, takes messages and provides routine information.
- Photocopies a variety of documents.

(2)

Duties and Responsibilities:

- Performs routine word processing of letters and reports, using automated office systems.
- Provides assistance for mailings, stuffing envelopes, etc.; provides assistance to another worker by performing lower level functions of the other worker’s job such as bringing a backlog of filing up-to-date, assisting with a backlog of data entry; answers phones to allow other workers to concentrate on their work.

(3)

Duties and Responsibilities:

- Provides clerical or administrative support. Takes or transcribes dictation; maintains files, locates information from files; receives cash at counter and issues receipts; performs clerical duties in sorting, filing and maintaining card files; receives and responds to routine office inquiries.
- Uses word processing applications to prepare, from draft, final copy of documents using prescribed form letters, forms or draft copy. Documents may be lengthy, complex or technical. Revises documents according to editing instructions.
- Performs data processing functions. Inputs data into a computer from prepared and balanced lists or reports.  
Receives, prepares and prints standard and special print and photocopy order. Operates, adjusts, sets up machine instructions and performs minor maintenance on high speed duplication machines. Ensures adequate stock levels of print materials are maintained.
- Processes mail and postage daily for Canada Post.
- Maintains file systems.

(4)

Duties and Responsibilities:

- Provides clerical or administrative support to Officers, Local Union Representatives, Stewards, Committees and staff including maintaining calendars, scheduling appointments and may make travel arrangements. Takes minutes; answers questions and supplies information as directed; uses office applications to perform tasks and may use e-mail and the Internet. Generally uses forms to complete assignments. Edits documents for spelling, grammatical content, and coherence.
- Utilizes basic and intermediate features of specialized office applications to produce a wide variety of materials including statistical, mathematical or financial applications.
- Performs basic bookkeeping, processes a variety of transactions, assists with account reconciliations and provides assistance on payroll processing as required. Prepares invoices, bills; receives dues and incoming cash; counts money, makes change, writes receipts; keeps records of receipts; may assist in maintaining membership records; may post to ledger, cash book, journal or file cards; may set up and keep simple bookkeeping records.
- Receives, validates, batches and enters Employer remittance reports into computer or post; receives and enters self-payments; deposits funds; processes reciprocal transfer of hours; answers member and Employer inquiries; validates claims for payment; prepares payment documents; prepares status reports.
- Receives and compiles for data entry processing material such as time sheets, Employer reports, hour bank records, and financial information; prepares custom reports; may perform other clerical and data processing functions.
- Creates, processes and maintains a wide variety of files, records, spreadsheets and related materials. Compiles statistical and related reports as required.
- May be required to order office stationery supplies and services.

## Equipment

Photocopier, postage machine, folder, collator, personal or networked computer, fax, printer, scanner, switchboard, calculator, shredder, dictation recorder, envelope inserter and label maker.

## Qualifications

Grade 12 or equivalent and two (2) years related experience or, depending on the position:

Successful completion of a recognized secretarial program and one (1) year related experience.

Successful completion of basic bookkeeping courses and one (1) year related experience.

Successful completion of an office systems program and one (1) year related experience.

Successful completion of word processing courses and one (1) year related experience.

## **CATEGORY 5**

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, under the general direction of a supervisor and report unusual problems/concerns. Responsibilities may include acting as a work leader to junior staff engaged in less complex tasks.

## Job Titles

May include:

Clerk 5, Confidential Secretary, Administrative Assistant, Research Assistant, Systems Assistant

## Duties and Responsibilities:

- Provides clerical and administrative support to Officers, Stewards, standing and ad-hoc Committees, and Local Union Representatives. Prepares agendas, schedules, notices, etc.; obtains, compiles and distributes documents; prepares meeting rooms; takes, prepares, distributes minutes and attachments; prepares election material, ballots etc.; creates or uses forms to do administrative tasks. May act as Confidential Secretary to one or more persons.
- Provides word processing support to Officers, Stewards, standing and ad-hoc Committees and Local Union Representatives. May draft correspondence in response to inquiries; may receive written or verbal instructions to perform word processing functions including preparation (from draft) of correspondence, reports, submissions, grievances, contract proposals, memorandums of agreement, collective agreements, course and conference materials, notices, media releases, forms, etc., for signature as appropriate; edits documents for spelling/grammatical content, coherence; performs advanced computer related functions including indexing, macros and mail merge, creating spreadsheets, etc.

- Prepares and provides financial information and financial reports on membership dues, accounts payable/receivable; performs bookkeeping functions, monthly reconciliations, year-end financial statements; posts and balances subsidiary ledgers, cash books and journals; journalizes transactions where judgement is involved as to accounts affected; posts ledgers and trial balances; may prepare accounting statements; electronic banking.
- Investigates complex claims and recommends settlement payments regarding members' money or hours; may assist others to maintain hour bank and contribution records, answers member and Employer inquiries, and validates claims for payment.
- Designs and creates an elementary database to prepare and process a variety of reports, records, statistics and statements. Is responsible for validity of data, accuracy of reports; creates tables, manipulates data, uses forms to input data, creates queries to extrapolate data, produces professional reports.
- Uses advanced computer skills and knowledge to produce, distribute communications material; uses graphics, basic desktop publishing, clipart, web-site information to produce newsletters, bulletins, cover pages; distributes communications material via e-mail, fax, mail; opens and edits existing files, creates new files; creates documents ready for in-house or external printing; imports text and graphic files into a document; performs text and paragraph formatting in a document; imports, scales and crops illustrations from another source.
- Maintains efficient use of software, hardware and other office equipment. Provides minor technical and user support or arranges for technical and user support from vendors as necessary; becomes familiar with software upgrades; provides direction and assistance to others; maintains e-mail and voice-mail systems; performs minor maintenance on office equipment; participates in purchase of office equipment and services by obtaining quotes and making recommendations; arranges for trial, delivery and installation of new equipment; arranges for training on new equipment; executes back-up procedures, maintains accuracy of back-up library (servers or network).
- Ensures sufficient stock of office stationary and supplies. Orders and maintains stock of office stationary and supplies. Takes inventory of supplies; maintains inventory of Union coats, hats, pins, decals.
- Responsible for logistics of planning events such as conventions, conferences, general meetings, individual commitments, annual banquets. Plans and arranges for meals; makes reservations – hotels, flights, meeting rooms, cabs. May negotiate rates.
- Locates information as directed by Officers/Union Representatives, such as performing searches using Quicklaw or equivalent; locating economic, statistical or analytical reports; locates supporting documentation for purposes of evidence at arbitrations, briefs, handouts for courses or conferences.
- Web-site maintenance. May be responsible for or work with others to maintain web-site.

- In addition to performing the duties above, an employee in Category 5 may also perform general office functions such as establishing and maintaining filing systems, receptionist duties, answering questions and supplying information; photocopying, open mail, outgoing mail, posting to data-base, etc.; dispense good and welfare however, these duties do not constitute the major functions of this category.

#### Equipment

Photocopier, postage machine, folder, collator, fax, personal or networked computer, printer, scanner, switchboard, calculator, shredder, dictation recorder, envelope inserter and label maker.

#### Qualifications

Grade 12 or equivalent plus three (3) years related experience or, depending on the position:

Successful completion of recognized secretarial program and two (2) years related experience.

Successful completion of related post secondary or trade union courses and two (2) years related experience.

Successful completion of office systems programs and two (2) years related experience.

Successful completion of word processing courses and two (2) years related experience.

Successful completion of certificate in computer systems plus two (2) years related experience.

### **CATEGORY 6**

Employees in this category work independently, may be responsible for the smooth operation of the office, make decisions in their area of responsibility and may coordinate a program or plan of action.

#### Job Titles

May include:

Computer Operator, Desktop Publisher, Print Production Artist, General Assistant, Office Coordinator, Bookkeeper, Network Assistant

#### Duties and Responsibilities:

- Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, and layoffs of employees. Responsible for the allocation of work and generates reports on time worked. Organizes office work flow, sets priorities of workload, OR, provides an advanced level of administrative or technical support equivalent to any of the following:

- Posts and balances general ledger; prepares monthly financial statements and reports; performs general ledger account analysis; prepares working papers and financial statements for review by external auditors; provides budget information, processes loans; processes full cycle payroll; liaises with membership, staff to determine interfaces between accounting and membership systems; integrates financial information from the membership database and/or other relevant databases.
- Assists the Secretary-Treasurer with forecasting, budgeting and preparing reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.
- Reviews and recommends the implementation of new and/or improved office technology, methods and procedures; makes recommendations regarding acquisition of new office equipment.
- Provides technical or programming support to computer system or network. Liaises with other departments to determine their users' needs; liaises with analysts to determine better methods for current work or best methods for new work; edits, under supervision or instruction of analyst, major applications/programs; plans, organizes, controls computer operations and all related duties, with or without supervision. Writes or edits minor application programs; edits major applications programs.
- Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw or other related programs) to prepare digital camera-ready art for print reproduction. Uses specialized desktop publishing software to prepare documents, layouts, photographs and graphics.

#### Equipment

Photocopier, postage machine, folder, collator, fax, personal or networked computer, printer, scanner, switchboard, calculator, shredder, dictation recorder, envelop inserter and label maker.

#### Qualifications

Grade 12 or equivalent and four (4) years related experience or an equivalent combination of training and experience or, depending on the position:

Successful completion of a diploma program in computer systems and one (1) year related experience.

Successful completion of desktop publishing courses and two (2) years related experience.

Successful completion of recognized accounting courses and two (2) years related experience.

Successful completion of bookkeeping courses and two (2) years related experience.

## CATEGORY 7

Employees in this category work independently and will be required to have a strong dedication to labour and social justice and a desire to assist workers in struggles to improve the conditions of their working lives.

It will require investigative research, self motivation, and must possess proficient skills in Microsoft Office and experience in current media initiatives and tools.

### Job Titles

May include: Researcher, Research Director

### Duties and Responsibilities:

- Monitoring the communications industry as well as organizational and policy developments
- Research issues related to communications, communications technology, economic trends and wage analysis
- Assist in the production of written materials for union leadership when required
- Compiling and summarizing data on the communications industry and related fields
- Analysing financial legal and regulatory aspects of the industry and Employers
- Synthesizing relevant facts/issues from a large amount of data.
- Gathering and researching relevant information from all media sources
- Keeping union leadership abreast of current events related to the communications industry
- Read and decipher arbitration awards and prepare summaries to be distributed
- Assist paid officers in legal research when required
- Other duties as assigned by the President

### Equipment

Personal or networked computer, photocopier, fax, printer/scanner, switchboard, shredder

### Skills and Qualifications

Minimum two (2) years post secondary education or degree in related field and/or prior research experience

Previous experience in trade union environment a must

Ability to exercise sound judgement and work independently

Bilingual in English and French preferred

Sound knowledge of modern methods tools and techniques of communication

Excellent writing ability and strong quantitative skills

A commitment to social change and activist experience

Advanced technical research skills and very attentive to detail

Familiar with a variety of computer based research skills

Basic understanding of business financial economic legal and political concepts and documents

A firm commitment and belief to progressive social change and activism

Familiarity of North American geography and communication trends

Self motivation with the ability to take direction and be able to complete a high volume of work in a short amount of time



**LETTER OF AGREEMENT #1**

Between

**USW Local 1944 (TWU)**

**(the “Employer”)**

**and**

**MoveUP (Canadian Office and Professional Employees’ Union, Local 378)**

**(the “Union”)**

**VOLUNTARY RECOGNITION**

The Employer agrees to voluntarily recognize the Union as the exclusive bargaining agent for all employees within the classification of office and clerical workers or within such new classifications as may from time to time be agreed and established by the Parties for employees employed at and from:

Calgary: Telecommunications Workers Union  
#402-5940 Macleod Trail SW  
Calgary, Alberta T2H 2G4

Edmonton: Telecommunication Workers Union  
4262 91A Street  
Edmonton, Alberta T6E 5V2

Toronto: Telecommunications Workers Union  
#412-10 Milner Business Court  
Scarborough, Ontario M1B 3C6

Montreal: Telecommunications Workers Union  
Suite 540, 4060 Ste. Catherine St. W.  
Westmount, Quebec H3Z 2Z3

The Parties agree to meet within the first year of the agreement to discuss USW 1944 office locations that are listed in this Letter of Agreement, and which change during a term of an agreement. The Parties agree to discuss how such address changes can be reflected without regular revisions.

The Parties agree to be bound by the terms and conditions of the Collective Agreement between the Telecommunications Workers Union and MoveUP (Canadian Office and Professional Employees Union, Local 378) for the duration of this Collective Agreement.

Signed at	Burnaby, BC	This	day of	, 2022
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SIGNED ON BEHALF OF THE EMPLOYER  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

Michael Phillips – Secretary Treasurer	Daniel Storms - Union Representative
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**LETTER OF UNDERSTANDING #1**

Between

**USW Local 1944 (TWU)**

**(the “Employer”)**

**and**

**MoveUP (Canadian Office and Professional Employees’ Union, Local 378)**

**(the “Union”)**

**Re: Production Printers and Employer Off-site Work Requests**

The Union and the Employer have agreed to this Letter of Understanding (LoU) as the result of the expected removal of two Konica production printers from the Lane Street office. The Employer will purchase/lease one or more mid-level colour printer/copiers in their place. Based on these circumstances, the Union and the Employer agree as follows:

1. The Union and the Employer agree that so long as the current production printers are in operation at the Employer’s worksite, the work customarily performed by employees on those printers shall continue.
2. When the current production printers are no longer in the workplace, if the Employer believes a job needs to be done at off-site union printshops because the work cannot be done in-house reasonably and practically, in all such instances the Union shall be notified in advance. It is understood that off-site printing cannot be done by non-union print shops.
3. Such notifications shall ensure the work customarily performed by employees are affected as minimally as possible.
4. If the Union asserts that a job can be done in-house reasonably and practically, they will be given the opportunity to demonstrate this by performing the job.
5. If the print job would be unreasonably time-consuming or of insufficient quality, the Employer may proceed with using an off-site union print shop.
6. The Employer expressly agrees that no MoveUP employee or MoveUP bargaining unit position will be adversely affected as the result of this Letter of Understanding.
7. This Letter of Understanding shall continue to be in effect and shall form part of the Collective Agreement unless the Parties change the terms herein or agree to delete this LoU.

Signed at	Burnaby, BC	This ___ day of _____	, 2022
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SIGNED ON BEHALF OF THE EMPLOYER  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

Michael Phillips – Secretary Treasurer	Daniel Storms - Union Representative
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