

# **COLLECTIVE AGREEMENT**

BETWEEN

**United Association of Journeymen and  
Apprentices of the Plumbing &  
Pipefitting Industry of the United States  
and Canada,  
Local #324**

AND



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

**August 1, 2021 to July 31, 2024**

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**BETWEEN: United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local #324**

(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***

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## **ARTICLE 1 – PREAMBLE**

### **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:

- (a) 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 (Tseil-Waututh) and qiqéyt (Qayqayt) First Nations.
- (b) In Victoria, the traditional territories of the Lkwungen (Lekwungen) peoples, also known as the Songhees and Esquimalt First Nations communities.

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 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 Purpose**

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, from time to time arise; and to promote the mutual interest of the Employer and its employees.

### **1.03 Recognition Clause**

The Employer recognizes the Union as the sole bargaining authority for all employees in the offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as “MoveUP”, 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 or representative of the Employer.

1.04 Singular and Plural

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

1.05 Employer Policies

The Parties agree that:

- (a) Employer policies apply to the bargaining- unit employees except where the policy conflicts with provisions of the collective agreement;
  
- (b) Where these policies conflict with the collective agreement, the collective agreement shall normally apply, except as set out in (c) below or as agreed to by the Parties;
  
- (c) Where the Employer amends a policy, and the result is an improvement to the provisions outlined in the collective agreement, the Parties shall exchange a letter to confirm that the collective agreement is so amended, and;
  
- (d) The Employer shall supply the Union with a complete copy of the Employer's policies and shall advise the Union of any changes to their policies and provide copies of those changes to the Union in a timely manner.

## ARTICLE 2 - UNION SECURITY

2.01 The Employer agrees that all employees shall maintain Union membership in the MoveUP, (Canadian Office and Professional Employees Union, Local 378) as a condition of employment.

2.02 The Employer shall provide to the Union all copies of job postings. The Union shall have the right to submit applicants for the job openings. The Employer may request an individual by name or merely make a request based on qualifications and job requirements. If the Employer requests an individual the Union Shall advise of availability of members within three (3) working days.

If competent help cannot be furnished, the Employer shall employ one of their own choosing with the understanding that said employee shall, as a condition of employment, become and remain a member of MoveUP (Canadian Office and Professional Employees Union Local 378) within thirty (30) days.

2.03 In the event of the Employer hiring an office employee who is not a member of MoveUP (Canadian Office and Professional Employees Union, Local 378), the Union agrees to issue a work permit prior to commencing employment in order that the Employer may display the MoveUP (Canadian Office and Professional Employee's Union, Local 378) label.

2.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the date of deduction whenever possible but in no event with such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

In addition to the above the Employer will provide the Union with complete listing of all the following for the period of time being reported:

- (a) New hires;
- (b) Terminations;
- (c) Promotions;
- (d) Demotions;
- (e) Lateral transfers;
- (f) Salary revisions and;
- (g) Employees on extended leave of absences.

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

MoveUP, (Canadian Office and Professional Employees Union, Local 378) to provide Remittance Forms.

2.05 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. This section shall not apply to new hires after February 28, 2001.

2.06 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, Unless such work is of an emergency nature, and there are no members of the bargaining unit available. MoveUP will supply to the Employers, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable.

#### 2.07 Time off Work for Other Union Business (unpaid)

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Union Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

### **ARTICLE 3 - BARGAINING UNIT and RECOGNITION**

3.01 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 or representative of the Employer.

3.02 i. 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 shall remain the sole property of the Union.

ii. All members of the Union shall use their Union Label, labels to be provided by the Union.

3.03 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

3.04 Picket Line

It shall not be a violation of this Agreement or cause for discharge for 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.

3.05 No Discipline for Union Activity

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.

3.06 No Lockout or Strike

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

## ARTICLE 4 – EMPLOYMENT

### 4.01 Duties, Policies, Procedures

The Employer or their Representative shall make known to the employee the duties the job description employee is expected to perform and from whom the employee shall receive their instructions as to the policies and procedures of the establishment.

### 4.02 Probationary Period

All new employees except temporary employees will be considered probationary for the first one hundred and eighty (180) days of employment. After one hundred and eighty (180) days employment, an employee will become regular. A temporary employee attaining regular status will not be required to serve a further probationary period beyond the first one hundred and eighty (180) days of employment. The Employer will provide probationary employees a minimum of two (2) probationary performance reviews during their probationary period.

4.03 A temporary employee is an employee so informed at the start of employment, and may not work past three (3) months of employment as a temporary employee. The Employer at the start of employment must notify the Union and receive a work permit. Following three (3) months temporary employment an employee shall be considered to be a permanent employee and shall be entitled to all the benefits of the contract.

4.04 A regular part-time employee is any person employed on a continuous basis for fewer than the normal hours of work or work week as defined in Article 5, whose duties fall within the bargaining unit as defined in Article 3, and who has completed the probationary period as defined in this Article.

4.05 Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.



## ARTICLE 5 - HOURS OF WORK

- 5.01 Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. Five (5) days shall constitute a week's work between Monday to Friday inclusive. Employees have the option to work seven and one half (7.5) hours, only by mutual agreement between the Employer and employee.
- 5.02 Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken.
- 5.03 A lunch hour shall be provided and taken within the two (2) hours in the middle of the regular working day; precise time to be arranged between the Employer and the employee.
- 5.04 All time worked before or after the regularly established working day or on a Saturday shall be considered as overtime, and shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours' and two (2) times the straight time hourly rate thereafter.
- 5.05 All full-time employees required to work overtime immediately following the regular work day shall be allowed one (1) hour's paid lunch period at the regular rate, provided such overtime is in excess of two (2) hours' work. Such estimated length of overtime work to be agreed upon by the Employer and the employee.
- 5.06 Overtime Rate for Sunday and Statutory Holiday  
Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.
- 5.07 Employees hired on a part-time basis shall have their hours scheduled, and these hours shall fall between the hours of 9:00 a.m. and 5:00 p.m. All work done outside the scheduled hours and within the regularly established work day shall be considered as off schedule hours and paid for at the regular rate.
- 5.08 Employees called in to perform emergency or part-time work after 5:00 p.m. shall be guaranteed a minimum of two (2) hours at the overtime rate. If the emergency or part-time work does not require the full two (2) hours, it shall be the employee's prerogative to go home and be paid the full two (2) hours.
- 5.09 All overtime shall be distributed, all things being equal, between all members of the office staff.

## ARTICLE 6 - STATUTORY HOLIDAYS

6.01 The Employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Friday preceding BC Day	BC Day	Friday preceding Labour Day
Labour Day	<u>National Day for Truth and Reconciliation</u>	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and/or any other day that may be stated as a legal holiday by the Federal, Provincial and/or Civic Government. When a Statutory Holiday(s) fall on a Saturday or Sunday, the holiday(s) shall be designated on the regular work day preceding the holiday and/or following the holiday.

If an employee is required to work on the Friday preceding Labour Day then the employee shall have a floating holiday to be taken at a mutually agreed upon time.

6.02 Temporary employees shall receive statutory holiday pay at the rate of four (4%) per cent of gross earnings calculated and applied to each pay cheque. Part-time employees will receive six (6%) per cent.

6.03 When National Indigenous Peoples Day, (June 21<sup>st</sup>) falls on a regular workday, the Employer will allow up to 1 hour of paid time to promote solidarity and celebrate the contributions of the Indigenous Peoples. This could include but is not limited to; having an elder come into speak, watching videos/documentaries/films/podcasts on Powwows, indigenous language of where one lives or works, experiencing traditional indigenous foods.

## ARTICLE 7 - ANNUAL VACATION

### 7.01

- (a) Upon completion of twelve (12) months service an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate for the period in which the vacation was earned.
- (b) Upon completion of six (6) months service in the first (1st) 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.
- (c) A regular part-time employee's annual vacation time shall be calculated on a basis proportional to the hours worked during the period the vacation was earned, and shall be pro-rated to the entitlement as provided in this Article.
- (d) Vacation time may not be carried over into the following year without the approval of the Employer.

Note: A mutually agreeable arrangement will be made for those who currently have unused vacation which has been carried over. This will be taken care of in a letter of understanding. Going forward all employees will have to adhere to the above section (d).

7.02 Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate for the period in which vacation was earned.

7.03 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 (30) working days.

7.04 On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the Vacation bonus on gross earnings for the period from Jan 1st to termination date period.

7.05 Vacation Pay Upon Termination During First Year of Employment

An employee whose employment for any reason during the first year of employment shall be paid 6% of gross earnings to the date of such termination less the amount of any vacation payment already in lieu of vacation time.

## ARTICLE 8 - BENEFIT PACKAGE

### 8.01 Health and Welfare

The Employer shall pay for and provide a health and welfare benefit package to the employees. The plan shall be the Victoria Mechanical Industry Health and Welfare Plan.

### 8.02 Funded Liability - Sick leave, accrued vacation and severance pay liability of the Employer are to be kept in a separate trust account for all employees.

### 8.03 Pension Plan

All employees hired after the date of ratification of the collective agreement for the period 2021-2023 shall have pension contributions made from the Employer to the Victoria Mechanical Industry Pension Plan as follows:

Effective date of ratification 2021 – four dollars (\$4.00) per hour

Effective August 1, 2022 – four dollars and twenty-five cents (\$4.25) per hour

Effective August 1, 2023 – four dollars and fifty cents (\$4.50) per hour

Existing employees will continue to be covered for pension contributions as outlined in LOU #1

## ARTICLE 9 – LEAVES OF ABSENCE

### 9.01 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at their regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave.
- (b) Part-time sick leave will be calculated on a pro-rated basis proportional to the hours worked per month.
- (c) Sick leave accumulation shall be calculated from the employee's commencement of employment. The Employer will pay to each employee upon retirement twenty (20%) percent of the unused portion of their sick credits.

### 9.02 Medical Certificates

Medical certificates will be provided as evidence of illness upon request of the Employer. Such requests will not be unreasonable. All costs for obtaining any medical certificate, examination or doctor's report under this article shall be borne by the Employer.

### 9.03 Pregnancy Leave/Parental Leave/Adoption Leave

Leave of absence without pay for pregnancy, parental, adoption leave shall be granted in accordance with the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.

### 9.04 Bereavement Leave

An employee shall be granted up to three (3) working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, step-brothers, step-sisters, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, grandparents-in-law, or spouse's grandchildren. The definition also includes those who are not related, but are considered a family member. (For the purpose of this Article "parent" shall include foster parent.) An employee shall be granted one (1) working day paid leave in the case of the death of aunts, uncles, nieces and nephews. An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island. For the purpose of this Article "spouse" is defined within the meaning of the Family Relations Act of BC.

## 9.05 Court Leave

(a) Leave of absence with pay shall be given to every employee who is required:

- i. The selection for and/or services on a jury: or
- ii. By subpoena or summons to attend as a witness in any proceeding held:
  - In or under authority of any court of competent jurisdiction or a gran jury;
  - Before a court, judge, justice, magistrate, or coroner;
  - Before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;
  - Before a legislative council, legislative assembly or hours of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - Before the Labour Relations Board of British Columbia or any person or body of persons representing this Board or;
  - Before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

(b) An employee summoned to Court Leave shall be paid wages amounting to the difference between the amount paid them for court service and the amount they would have earned, had they worked on such days. Employees on Court Leave 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 of Court Leave 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. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

(c) If an employee is sued or accused of an offence which requires a court appearance, the employee shall be granted an unpaid leave of absence to attend court. In the event that employee is incarcerated while awaiting a court appearance or while on trial, such employee shall be granted an unpaid leave of absence for the duration of such period

## 9.06 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. Employees granted such leave shall be entitled to weekly indemnity plan benefit. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

9.07 Domestic or Sexual Violence Leave

The Employer shall grant, upon request, Domestic or Sexual Violence Leave in accordance with the Employment Standards Act, as amended from time to time.

9.08 Compassionate Care Leave

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

(a) In this Article, “family member” means:

- i. Parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, stepbrothers, stepsisters, child, stepchildren, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, grandparent or grandchild, grandparents-in-law, or spouse’s grandchildren.
- ii. The definition also includes those who are not related but are considered a family member. (For the purpose of this Article “parent” shall include foster parent)
- iii. For the purpose of this Article “spouse” is defined within the meaning of the Family Relations Act of BC.

(b) An employee who requests leave under this Article is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 52 weeks, or such other period as may be prescribed, after:

- i. The date the certificate is issued, or;
- ii. If the leave began before the date the certificate is issued, the date the leave began.

(c) The employee must give the Employer a copy of the certificate as soon as practicable.

(d) An employee may begin a leave under this Article no earlier than the first day of the week in which the period under subsection (b) begins.

(e) A leave under this Article ends on the last day of the week in which the earlier of the following occurs:

- i. The family member dies;

- ii. The expiration of 52 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this Article must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this Article and the family member whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsection (c) to (f) apply to the further leave.
- (h) Under such leave, the employee shall accumulate seniority for three (3) months and, thereafter the employee's seniority shall be maintained for the duration of the employee's leave.
- (i) Employees on compassionate care leave will have vacation pay calculated as a percentage of gross earnings.
- (j) Vacation pay will not be adjusted to a percentage of gross earnings if the leave is for seven (7) weeks or less.
- (k) Benefit coverage may be continued during this extended period providing the employee pays the full cost of the premiums monthly in advance.

If changes to the Employment Standards Act result in a reduction of any entitlement listed above, the language in the collective agreement shall prevail.

#### 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 Paid Vaccine Appointment

- (a) An employee who requests leave under this article can take up to three (3) hours paid leave per vaccination, to be vaccinated and this leave shall not be denied.
- (b) Appointments that go beyond three (3) hours will result in the excess over three (3) hours to be deducted from sick leave or without pay (if sick leave is exhausted) except in circumstances where the vaccine wait times are excessive or locations are not easily accessible. This shall be at the Employer's discretion and not unreasonably denied.



#### 9.11 Voting Leave

Any employee who is eligible to vote in any federal, provincial, municipal, first nations or other aboriginal election(s) or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

First Nation” for the purposes of this Agreement, is any Indian Band Council duly constituted under the Federal Indian Act or an Indigenous, Inuit or Metis governing body authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements.

All employees will be paid at their regular rate of pay.

#### 9.12 Leave of Absence Without Pay

(a) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Where possible leave of absence should be requested in writing at least three (3) weeks before leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.

(b) In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for health insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

#### 9.13 Leave for Ceremonial and Traditional Indigenous Practices

(a) A self-identified indigenous employee who has completed three (3) consecutive months of continuous employment with the Employer is entitled to and shall be granted leave of absence with pay from employment for up to two (2) days every calendar year, in order to enable the employee to engage in traditional indigenous practices, including, but not limited to:

- i. spiritual traditions, and;
- ii. attending indigenous cultural event(s)

(b) The leave of absence may be taken in one or more periods. These days must be taken in full day increments.

## ARTICLE 10 – SENIORITY

- 10.01 Seniority shall mean length of continuous service with the Employer, 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.
- 10.02 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.
- 10.03 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period as set out in Article 11.
- 10.04 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.
- 10.05 Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 10.06 Employees on approved leave of absence on Union business, Pregnancy/Parental leave or sick leave/extended sick leave, will continue to accrue seniority.
- 10.07 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## ARTICLE 11 - PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE

- 11.01 Promotions will be covered by seniority and efficiency. Where efficiency is equal between employees, seniority shall govern.
- 11.02 On reduction of staff through slackness of work, last on, first off, last off first on and an employee shall not be considered a new employee when re-starting, and shall be paid the same salary as when laid-off, including any wage adjustments that may have been applied during such lay-off time, through negotiations.
- 11.03 Any regular full-time or part-time employee with six (6) months or more of service who is laid-off for any reason, shall be placed on the recall list for a period of one year or may elect to take severance pay instead of being placed on the recall list.
- 11.04 No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for their actions on behalf of the Union.
- 11.05 The employee agrees to give two (2) weeks' notice of resignation, except in extraordinary or unusual cases.
- 11.06
- (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one weeks' wages as compensation for length of service.
  - (b) The Employer's liability for compensation for length of service increases as follows:
    - i. after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
    - ii. after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional weeks' wages for each additional year of employment, to a maximum of ten (10) weeks' wages.
  - (c) The liability is deemed to be discharged if the employee:
    - i. is given written notice of termination as follows:
      - a. one (1) weeks' notice after three (3) consecutive months of employment;
      - b. two (2) weeks' notice after twelve (12) consecutive months of employment;

- c. three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of ten (10) weeks' notice.
- ii. is given a combination of written notice under (c) (i) and money equivalent to the amount the Employer is liable to pay,
- iii. terminates the employment, retires from employment, or is dismissed for just cause.

(d) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:

- i. totalling all the employee's weekly wages, at the regular wage, during the last ten (10) weeks in which the employee worked normal or average hours of work,
- ii. dividing the total by ten (10), and
- iii. multiplying the result by the number of weeks' wages the Employer is liable to pay.

(e) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

## ARTICLE 12 - JOB CLASSIFICATION

- 12.01 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 alternate dispute resolution procedure as defined in Article 14 or the arbitration procedure as defined in Article 15 of this Agreement.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

- 13.01 All grievances and complaints resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner:
- (a) The grievance or complaint shall be submitted, in writing, signed by the aggrieved employee, to the Office Steward, who will present such grievances or complaint to the Employer, who will give it prompt attention. In offices where there is no Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Business Representative(s) of the Union, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.
- 13.02 Any grievance must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee prevents such filing.
- 13.03 If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Office Steward or Business Representative(s) of the Union, and if the matter is not dealt with under Alternate Dispute Resolution under Article 14 then the matter will then be referred to the Board of Arbitration procedure outlined in Article 15 of the Agreement. The time limits herein set forth may be extended by mutual agreement between the Union and the Employer.

## ARTICLE 14 - ALTERNATE DISPUTE RESOLUTION

The purpose of Alternate Dispute Resolution is in keeping with the wish of the Parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 15 – Arbitration.

1. Should either Party seek a third party “non-binding option”, upon agreement of the other Party to adopt this process, the Parties agree to exchange a brief written statement including the following:
  - a) a summary of the grievance
  - b) the alleged violation of the collective agreement, and
  - c) the remedy sought.
2. Such written statement will be referred to Mediator Brian Foley for mediation and a non-binding recommendation to settle the grievance. If Mediator Brian Foley is not available then the Parties can mutually agree upon another Mediator.
3. The Parties may provide to the Mediator above, an Agreed Statement of Facts.
4. The Mediator’s recommendations will be issued within two (2) weeks of the Mediation.
5. The Mediator’s recommendations will be privileged and will not be referred to at any time for any purpose.
6. The Mediator’s recommendations will be without prejudice and will have non-precedential value in any other proceeding.
7. The Parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.
8. The cost of the Mediator’s intervention will be shared equally by the Parties.
9. The continued credibility of the process depends upon both Parties recognizing the scope of the Alternate Dispute Resolution process.

## ARTICLE 15 – ARBITRATION

- 15.01 Where a grievance cannot be amicably settled between the Parties to this Agreement, either of the Parties may, after exhausting the Grievance Procedure, notify the other Party within five (5) days of its desire to submit the difference or allegation to arbitration. The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.
- 15.02 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of 13.03, of Article 13. The notice shall set out the question(s) in the opinion of the Party seeking Arbitration, to be arbitrated.
- 15.03 The Parties to the dispute will thereupon apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator.
- 15.04 Upon appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and, shall deliver their award, in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 15.05 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and expenses of the Arbitrator.



## **ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY**

### **16.01 Statutory Compliance**

- (a) The Employer agrees to abide by the Workers' Compensation Board Occupational Health and Safety Regulation regarding workplace safety and ergonomics.

## **ARTICLE 17 – UNION REPRESENTATIVE**

- 17.01 The Union shall notify the Employer of the appointment of all Job Stewards.
- 17.02 The Job Stewards shall be recognized by the Employer and shall not be discriminated against.
- 17.03 The Employer shall provide a Job Steward with sufficient time to carry out their duties, which shall include:
- i. investigate complaints;
  - ii. investigate grievances and attend grievance meetings;
  - iii. supervise during ratification votes;
  - iv. attend meetings called by management;
  - v. distribute bulletins and surveys.
  - vi. participation in collective bargaining, alternate dispute resolution process(s) and or arbitration proceedings when directed by the Union;
  - vii. participation in the administration of the Union may be required for Union Executive meetings and Job Steward Meetings.
  - viii. briefing time prior to grievance meetings as set out in Article(s) 13, 14, and/or 15 of the Collective Agreement.

17.04 Time off Work for Other Union Business (unpaid)

The Employer shall grant a leave of absence to employees to perform Union business as defined by the Union and to carry out their duties as an officer of the Union as well as meetings, conventions, and education. The Employer agrees to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages and benefits from the Employer during such absence from work. The Employer shall be entitled to recover from the Union, all wages and benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Job Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

17.05 Appointed or Elected Positions

Employees who are acting as full-time officers or employees of the Union, or who are appointed or elected to positions with MoveUP (Canadian Office and Professional Employees Union, Local 378), will be placed on leave of absence, with the time involved considered as service with the Employer. Such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave. On conclusion of such leave of absence, employees will return to the positions they previously held, unless the employee has been the successful applicant for another job during the period of the leave, in which case the employee shall be placed in the new job.

17.06 Trainee Union Representatives

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

(a) The time of the leave will be subject to departmental operating considerations;

(b) The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

## ARTICLE 18 – DURATION

### 18.01 Duration

This Agreement shall be binding and remain in full force for the period from and including 1 August 2021 to and including 31 July 2024.

### 18.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

### 18.03 Agreement to Continue in Force

After the expiry date of this Agreement, and until a new or revised Agreement is signed by the Parties, this agreement shall remain in full force and effect. This includes, but is not limited to, making any matter retroactive in such agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or legal lockout, as the case may be.

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

**IN WITNESS WHEREOF**, the Union and the Employer have caused this Agreement to be executive in their names by their duly authorized representative(s) this            day of  
, 2022.

Signed on behalf of the Employer  
*Party of the First Part;*

*"original signed"*

\_\_\_\_\_  
Jim Noon, Business Manager  
Plumbers Local #324

Signed on behalf of the Union  
*Party of the Second Part;*

*"original signed"*

\_\_\_\_\_  
April Young, Union Representative  
MoveUP

*"original signed"*

\_\_\_\_\_  
Daniel Storms, Union Representative  
MoveUP

*"original signed"*

\_\_\_\_\_  
Haylee Downey, Bargaining Committee  
Plumbers Local #324

E&OE

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## **APPENDIX "A"**

### **CLASSIFICATIONS & WAGE RATES**

#### **PART 1 – WAGES**

- 1 Employees in the office covered by this Agreement shall receive the following wages; it being understood that such are minimum wages and that any Employer recognizing experience and ability may adjust the wage upwards if they so desire.
- 2 Whenever an employee in a lower rated category is required to perform work in a higher rated category, they shall be paid the higher rate for all time employed in the higher classification.
- 3 The position of Office Manager shall be paid 10% above the highest category wage rate in this collective agreement.

## **PART 2 – JOB DESCRIPTIONS**

### **OFFICE MANAGER**

The Office Manager will manage the administrative staff and be responsible for the assignment of tasks within the administration department.

### **CATEGORY 3**

#### **Pension Administration**

Responsible for the administration of the Victoria Mechanical Pension Plan

- Liaison with pension actuary and pension custodian
- Commencement and cancellation of members pensions
- Monthly pre-balance of pension payment register
- Monthly revision of financial currency reports
- Verifying portal is tracking and calculating pensions correctly
- Pension payouts

#### **Benefit Administration**

Responsible for the administration of the Employee Life Health Trust Fund

- Commencement and cancellation of benefits, Long Term Disability (LTD), life insurance, wage indemnity
- Health and welfare hour bank tracking
- Liaise with Health Benefit Carrier

### **CATEGORY 2**

Bank pre-authorized payments for membership union dues and health benefit premiums

May be required to train employees

Bookkeeping and administration for a minimum of 3 union accounts

### **CATEGORY 1**

Apprenticeship administration

- Tracking apprentice hours and rate increases
- Reporting hours to Industry Training Authority (ITA)
- Registering apprentices for trade school
- Liaising with contractors

Basic bookkeeping of Joint Training Committee, including Automated Clearing House (ACH) Payments and bank reconciliation

Dispatching

Maintaining membership records

Preparing cash sheets

Administrative support to the Business Manager; including but not limited to typing letters or reports from rough draft or copy, answering phones, filing, operating office equipment and mail.

Reviewing, posting, and balancing contractor remittances

Knowledge of Microsoft word, excel, outlook and Accounting Program SAGE 50

Full knowledge to perform all job duties without assistance

It is understood that employees in Categories 2, 3 & Office Manager may be required to perform job functions of lower categories without any loss of pay.

**APPENDIX "A"**

**CLASSIFICATIONS & WAGE RATES**

The Parties will meet to review and amend all job description categories prior to the end of January 2022.

The intent will be to collapse the current category 1 duties, into the category 2 duties, revise the duties in the remaining categories to align with business requirements and process changes. The Parties will look at ways to create a progression ladder, to allow a lower category to move to a higher category if/when qualified and needed by the Employer.

	<b>Effective Date</b>			
	August 1, 2021 (3%)			
		Start	After 6 months	After 12 months
Category 1		\$33.78	\$34.62	\$35.49
Category 2		\$37.21	\$38.16	\$39.10
Category 3		\$38.76	\$39.73	\$40.73
<u>Office Manager</u>		\$42.63	\$43.69	\$44.79
	August 1, 2022 (3%)			
Category 1		\$34.79	\$35.66	\$36.55
Category 2		\$38.33	\$39.30	\$40.27
Category 3		\$39.92	\$40.92	\$41.95
<u>Office Manager</u>		\$43.91	\$45.00	\$46.16
	August 1, 2023 (3%)			
Category 1		\$35.83	\$36.73	\$37.65
Category 2		\$49.48	\$40.48	\$41.48
Category 3		\$41.12	\$42.15	\$43.21
<u>Office Manager</u>		\$45.23	\$46.35	\$47.51

Within 4 weeks signing of the Collective Agreement, retroactive pay from August 1, 2021, will be paid.

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**LETTER OF UNDERSTANDING No. 1**

**United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local 324**

**And**

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

The Parties agree that Article 8.03 shall be replaced by the following for these named employees only:

Jan Lageri and Haylee Downey will be provided a Pension Plan under the United Association Local Officers and Employees Fund.

All other provisions of Article 8 will apply to these employees.

This letter of understanding shall be effective from the date of signing and will remain in effect for the above-named employees, Jan Lageri and Haylee Downey unless terminated, laid-off or upon retirement.

Signed at Victoria, BC this 15<sup>th</sup> day of April, 2015.

Signed on behalf of the Employer  
*Party of the First Part;*

*“original signed”*

\_\_\_\_\_  
Jim Noon, Marketing Director  
Plumbers Local #324

Signed on behalf of the Union  
*Party of the Second Part;*

*“original signed”*

\_\_\_\_\_  
Pat Junnila, Union Representative  
COPE Local 378

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