

MEMORANDUM OF AGREEMENT

BETWEEN:

Canadian Merchant Service Guild

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from January 1, 2020 through December 31, 2022 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of five (5) years from January 1, 2022 to December 31, 2026 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from January 1, 2022 unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Burnaby, B.C. this 19th day of January, 2023

FOR THE EMPLOYER



Zulema Sanabria

Dave Kattler

FOR THE UNION



Daniel Storms

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1		Housekeeping Title Page	

COLLECTIVE AGREEMENT

**~~MASTER TRADE UNION GROUP AGREEMENT~~
~~TRADE UNION OFFICES~~
Between:**

**~~VANCOUVER & DISTRICT LABOUR COUNCIL~~
~~NEGOTIATING FOR EMPLOYERS AS LISTED~~
Canadian Merchant Service Guild
(hereinafter referred to as the "Employer")**

Western Branch
ps

And



MOVEMENT OF UNITED PROFESSIONALS

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

Term: January 1, 2022 to December 31, 2025

E&OE

Signed off this

21ST

day of

November

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For the Union

For the Employer

BETWEEN: Canadian Merchant Service Guild

(hereinafter referred to as the "Employer")

Party of the First Part;

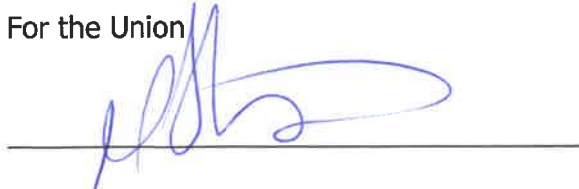
**AND: MoveUP (Canadian Office and Professional Employees Union,
Local 378)**

(hereinafter referred to as the "Union")

Party of the Second Part;

E&OE
Signed off this 21st day of November 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	Article 2	<i>AMEND-</i> Article 2 Bargaining Unit and Recognition Delete 2.08 –reference to MTUG	

ARTICLE 2 — BARGAINING UNIT and RECOGNITION

- 2.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the 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.
- 2.02** All members shall be required to use their Union bug.
- 2.03** The Union bug shall be made available to the Employer. The privilege of using the Union bug 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 bug as designated by the Union and shall remain the sole property of the Union.
- 2.04** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.05** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of 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** 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.

E&OE

Signed off this

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day of

November

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For the Union

For the Employer

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

2.08 — Employers to this Agreement

~~This agreement covers employees of employers known as the "Master Trade Union Group" (MTUG) for the purposes of collective bargaining, labour management meetings, administration of group benefits and other purposes of joint interest. MTUG is a voluntary employer association and is not accredited pursuant to the Labour Relations Code of British Columbia.~~

~~Each MoveUP, Local 378, Canadian Office and Professional Employees Union certification within this employer group is discreet for the application of this Agreement, but its terms and conditions apply to every listed Employer except as amended by Letters of Understanding.~~

~~The Employers in the MTUG are as follows:~~

- ~~• Bakery & Confectionary Workers International Union of America, Local 468~~
- ~~• BC Professional Fire Fighters' Association and BC Professional Fire Fighters' Burn Fund~~
- ~~• Brewery, Winery & Distillery Workers Union, Local 300~~
- ~~• Canadian Merchant Service Guild~~
- ~~• Capilano University Faculty Association~~
- ~~• College of Registered Psychiatric Nurses of British Columbia~~
- ~~• International Brotherhood of Electrical Workers Joint Training Committee~~
- ~~• International Brotherhood of Electrical Workers Union, Local 213 Welfare Plan~~
- ~~• International Brotherhood of Electrical Workers, Local No. 213~~
- ~~• International Brotherhood of Electrical Workers, Local No. 258~~
- ~~• International Brotherhood of Electrical Workers, Local No. 993~~
- ~~• International Brotherhood of Electrical Workers, Local No. 1003~~
- ~~• International Longshoremen's and Warehousemen's Union, Local 400~~
- ~~• International Longshoremen's and Warehousemen's Union, Local 502~~
- ~~• New Westminster & District Labour Council~~
- ~~• Unifor, Local 601~~
- ~~• Unifor, Local 76~~
- ~~• Unifor, Local 780 G~~
- ~~• Vancouver & District Labour Council~~
- ~~• Vancouver Community College Faculty Association~~
- ~~• Vancouver Island District Council (Unifor)~~

E&OE

Signed off this

21st

day of

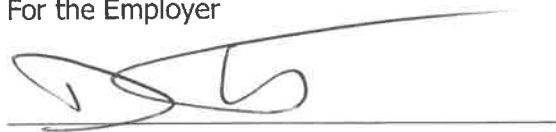
November

22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CDN MARINE SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 4	AMEND- Article 4 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 and the right of the Union or employee to grieve as provided in Articles 18 and 19. so long as those rights are exercised in a fair and reasonable manner, and not exercised contrary to legislation or this Agreement and its intent.~~

The right of the Union or an employee to grieve is provided for in Article 18 (Grievances) and Article 19 (Arbitration).

E&OE

Signed off this

21ST

day of

March

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22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	8.01	<i>add new holiday National Day for Truth and Reconciliation</i>	

Article 8-Paid Holidays

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

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

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

Any other holiday recognized by an individual Employer shall be provided, without loss of pay, to employees working for said Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared.

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

E&OE

Signed off this

28th

day of

November

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP #6	Article 10.02	Nov 22/22	1:30pm
		Amend	

10.02 Bereavement Leave

- a) In cases of death in the immediate family, i.e. spouse, (including same sex partner), common-law spouse, son, son-in-law, daughter, daughter-in-law, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to ~~five (5)~~ ^{three (3)} working days leave of absence with full pay. Bereavement leave will also be considered in cases where the employee can demonstrate that their relationship to a deceased person was exceptionally close. Such requests will not be unreasonably denied. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. An additional two (2) days annually may be granted and taken from an employee's sick leave bank.
- b) Employees who have to travel out-of-province or overseas or from remote areas may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

E&OE

Signed off this

22nd

day of

November

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22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

CDN MERCHANT SERVICE GUILD PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #7 <i>v2</i>	Article 10.03	<i>Nov 22</i>	<i>2:11 pm</i>
		<i>Amend</i> Pregnancy, Parental and Adoption Leave	
		Revised per ER comments to simplify and delete chart	

10.03 Pregnancy, Parental and Adoption Leave

Leave	Eligibility	Duration	Other Benefits
<u>Pregnancy</u>	Biological mothers	17 weeks unpaid leave as per the BC Employment Standards Act. Note: for leave and EI purposes, may commence if unable to work due to pregnancy as early as 8 weeks before the expected date of birth and EI can end as late as 17 weeks after the actual date of birth.	employee who: 1. Have completed 6 months of service; and 2. Apply for and receive EI maternity benefits, are also eligible for Employer paid Supplement to Employment Insurance Benefits (SEB) of 100% pay for 2 week EI waiting period plus top up to 100% of normal gross pay for an additional 15 weeks.
Parental	Biological or legally recognized parents	35 weeks unpaid leave, or 37 weeks if maternity leave has not been taken for same pregnancy, as per the BC Employment Standards Act.	May be eligible for EI parental benefits. May be combined with Maternity EI
Adoption	Legally recognized adoptive parents	37 weeks unpaid leave, as per the BC Employment Standards Act.	May be eligible for EI parental benefits.

General

Pregnancy, and Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence beyond the Employment Standards Act may be extended by an additional six (6) months by mutual agreement upon application by the employee.

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 including seniority.

DK

Nov 22, 2022

a) Pregnancy (Maternity) Leave

- i. A pregnant employee shall be granted pregnancy leave of up to seventeen (17) weeks in duration. The leave will begin no earlier than thirteen (13) weeks before the expected birth date.
- ii. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.
- iii. A pregnant employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iv. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- v. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence per Article 11.
- vi. During the leave the employee shall continue to receive the benefits under Article 11.

b) Supplemental Employment Insurance Benefit Plan (SEIB)—Pregnancy Leave

- (1) An employee who qualifies for pregnancy (maternity) pursuant to Article 10.03(a) (Pregnancy (Maternity) Leave) shall be paid a pregnancy leave allowance in accordance with the Supplemental Employment Insurance Benefit Plan (SEIB) Plan.

In order to receive this allowance, the employee must provide the Employer proof that she/he has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for the pregnancy leave allowance.

- (2) Pursuant to the SEIB plan, the pregnancy leave allowance will consist of:

- i. One (1) week at one-hundred percent (100%) of the employee's basic pay;
- ii. Sixteen (16) additional weeks' allowance, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and weeks at one-hundred percent (100%) of the employee's basic pay.

E&OE

Signed off this

day of

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For the Union

For the Employer

c) Adoption Leave

- i. An employee, upon production of appropriate documentation, is entitled to adoption leave without pay for a period not to exceed sixty-two (62) continuous weeks following the adoption of a child. The leave may be commenced at any time within seventy-eight (78) weeks following the adoption of a child.
- ii. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii. It is understood that employee is not obligated to take sixty two (62) weeks of adoption leave, and may elect for a shorter leave;

d) Parental Leave

- i. An employee, upon production of appropriate documentation, is entitled to parental leave without pay for a period not to exceed full sixty-one (61) weeks for the birth parent or sixty two (62) weeks for the non-birth parent.
- ii. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii. In the case of the birth parent, this leave must be taken immediately following the end of the pregnancy (maternity) leave.
- iv. It is understood that the birth parent or non-birth parent employee is not obligated to take the full sixty-one (61) or sixty two (62) weeks of parental leave respectively, and may elect for a shorter leave.

E&OE

Signed off this

Nov 22

day of

November

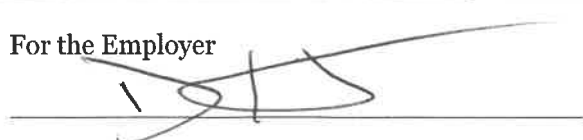
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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov. 23, 2022	Time:
UP #9v3	Article 10.09	NEW—Domestic or Sexual Violence Leave Revised per ER comments Nov 21 and Nov 23 Added definition of eligible person from the ESA	

10.09 Domestic or Sexual Violence Leave

For the purpose of this article, "eligible person" means, with respect to an employee:

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian;
 - (b) a person who:
 - (i) is 19 years of age or older;
 - (ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian; and
 - (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
 - (c) a prescribed person (as defined by the *Employment Standards Act*.
- a) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
- i. to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

E&OE

Signed off this

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For the Union

For the Employer

- ii. to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 - iii. to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - iv. to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - v. to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.
- b) If an employee requests leave under Article 10.09.a, the employee is entitled during each calendar year to:
- i. up to 5 days of paid leave;
 - ii. up to 5 days of unpaid leave, and
 - iii. up to 15 weeks of additional unpaid leave.
- c) A leave under Article 10.09.b.i or Article 10.09.b.ii may be taken by the employee in one or more weeks of time.
- d) A leave under Article 10.09.b.iii may be taken by the employee one week at a time or more than one week at a time with the employer's consent.
- e) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.
- f) Such documentation may be provided by medical professionals, law enforcement, other government or non-profit agencies depending on the circumstances.
- g) Such documentation shall be held in the strictest confidence.

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(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11v2	10.11	NEW—First Responder Leave	

10.11 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive two (2) days paid leave to provide emergency services when dispatched.

Employees shall receive up to three (3) additional days of leave either as:

- a. unpaid leave; or
- b. paid if taken from vacation or from available banked time; or
- c. a combination of paid or unpaid up to three (3) days total.

E&OE
Signed off this

day of

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/ MOU	Date: Nov 23, 2022	Time:
UP12v3	11	<i>Revised</i> per ER comments Nov 21 and Nov 23 2022 <i>Amend</i> benefits to conform to Guild benefit plan <	

ARTICLE 11 – SICK LEAVE, BENEFIT PLANS and PENSION PLAN

11.01 Sick Leave Bank

a) Sick Leave Accumulation and Use

- i. All employees after being employed for ninety (90) calendar days, shall be entitled to up to five (5) sick days per years in accordance with the *Employment Standards Act* notwithstanding whether the employee has accrued sick days or not.
- ii. Sick days provided in accordance with the *Employment Standards Act* are:
 - i. not in addition to the days outlined in Article 11.01(b) and Article 11.01(d);
 - ii. not pro-rated (e.g., a part-time employee is entitled to five (5) days as a full-time employee is);
 - iii. not provided on a partial day basis (i.e., a day when an employee leaves work an hour early due to illness shall be considered a full sick day); and are
 - iv. not subject to any limitations outlined in Article 11.01(b) and Article 11.01(d)

b) a) Employees shall accumulate two (2) working days per month sick leave with full pay. Such sick leave may be banked from month to month and from year to year up to a maximum of fifty (50) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness. Such requests shall not be unreasonable.

E&OE

Signed off this

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For the Union

For the Employer

c) b) All costs for obtaining any medical certificate requested by the Employer under Article 11.01(a) or Article 11.01(b) above shall be borne by the Employer. Where circumstances warrant further examination or detailed doctor's reports under this Article the cost of the same shall also be borne by the Employer.

d) e) During periods of lengthy illness or disability, the following process shall apply:

- i. the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave."
- ii. A claim for benefits must be made under the Wage Indemnity Plan of the CMSG "the Guild" Eastern Branch Health and Welfare Trust Fund for any disability that results in time loss in excess of the prescribed waiting period.
- iii. 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.
- iv. "Sick leave" shall not accumulate while an employee is absent because of a disability.
- v. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

e) **Extended Sick Leave Without Pay [moved from 11.04]**

Employees shall be granted extended sick leave of absence without pay of ~~up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service,~~ beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.

f) **Long Term Disability [moved from 11.10]**

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

11.2
E&OE
Signed off this

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For the Union

For the Employer

11.02 Medical Plan

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

11.023 ~~Wage Indemnity Plan Benefit Plan~~

105 Feb 8/2023 DK FAB 09/23
The Employer shall continue to provide all employees covered by this Collective Agreement, the level of benefits and as provided under coverage under the CMSG "the Guild" ~~Eastern~~ Branch Health and Welfare Trust Fund and any new or improved benefits that are added to the Plan. All Plan benefits costs for employees shall be borne by the Employer.

11.04 Pension Plan

The Employer will provide pension contributions at a rate of 10.25 percent of salary and with employees contributing 4.00 percent.

Hours on which such contributions shall be based are as follows:

Annual Vacation
Straight time hours
Statutory Holidays
Banked overtime hours if taken in pay
Straight time equivalent of overtime hours if not banked
Paid sick leave
Other approved paid leaves under the collective agreement

11.05 Employee Assistance Program:

a) **Purpose**

The purpose of the employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.

b) **Nature of Program**

The Employer shall provide an employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.

E&OE
Signed off this

day of

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For the Union

For the Employer

c) **Participation**

All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the employee Assistance Program.

d) **Funding**

All costs relating to the employee Assistance Program shall be borne by the Employer.

rest of article deleted if not references above [see below]

~~11.04~~ **Extended Sick Leave Without Pay:**

~~Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service, beyond the paid sick leave entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid sick leave entitlement, seniority will be retained.~~

~~11.05~~

~~a) Extended Health Benefit Plan:~~

~~The Pacific Blue Cross Extended Health Benefit Plan shall be made available to all employees. This plan shall include an eyeglass option of five hundred dollars (\$500.00) every twenty-four (24) months. Complete EHB coverage details are contained in the most recent PBC booklet or website. Premium costs shall be fully paid by the Employer.~~

~~The Parties agree that this plan shall be a Lowest Cost Alternative (LCA) plan. The LCA plan, in conjunction with the provincial government's Fair PharmaCare program will continue to provide the same level of benefit as the previous extended health and dental plans, including, where required, brand name medicine. The LCA plan includes a cap of ten dollars (\$10.00) dispensing fee for any prescriptions, and a manufacturer's mark up limit of eight percent (8%).~~

~~Enrolment in the BC Fair PharmaCare program is mandatory for coverage.~~

~~All extended health services are subject to the twenty-five dollar (\$25.00) annual deductible, the eighty percent (80%) coverage until the cost of services reaches one thousand dollars (\$1,000.00), and then one hundred percent (100%) of coverage thereafter.~~

~~Other coverages and limitations are outlined in the Pacific Blue Cross benefit pamphlet.~~

~~b) Dental Plan:~~

~~The dental plan shall be made available to all employees. Premium costs shall be fully paid by the Employer.~~

~~Part A one hundred percent (100%)~~

~~Part B sixty percent (60%)~~

~~Porcelain caps/crowns (2.1% cost to Employer to Part B rates)~~

~~Part C sixty percent (60%) (Ortho coverage, with a \$3,000.00 lifetime limit)~~

~~11.06 Pension Plan:~~

~~a) Employer contributions to COPE Union Pension Plan shall be as of December 31, 2001 ten and one quarter (10.25%) of salary~~

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

~~\$ Annual Vacation~~

~~\$ Straight time hours worked~~

~~\$ Statutory Holidays~~

~~\$ Banked overtime hours if taken in pay~~

~~\$ Straight time equivalent of overtime hours if not banked~~

~~\$ Paid Sick Leave~~

E&OE
Signed off this

16TH day of

January 23 20

For the Union

For the Employer

- ~~c) Contributions shall be made for all employees who are not covered by Employer's existing pension plans.~~
- ~~d) All employees hired after January 13th, 1982, shall be enrolled in the COPE Union Pension Plan.~~
- ~~e) The Employer shall make payment to the Trustees of the COPE Union Pension Plan, by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by MoveUP, Local 378, Canadian Office and Professional Employees Union.~~
- ~~f) MoveUP, Local 378, Canadian Office and Professional Employees Union will send a copy of the annual statement of the Pension Plan to the President of the Vancouver & District Labour Council, no later than one (1) month from the date of a written request by an Employer party to this Agreement.~~

11.07 Group Life Insurance:

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

11.08 E.I. Premium Rebate:

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

11.09 Benefit Plan Coverage:

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

11.10 Long Term Disability:

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

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

11.11 Employee Assistance Program:

a) Purpose

The purpose of the employee Assistance Program shall be to facilitate treatment for employees through a process of problem identification, assessment, referral and treatment on a confidential basis.

b) Nature of Program

The Employer shall provide an employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide such employee and the Union with information on the program.

c) Participation

All employees and their immediate family dependents, as defined by the EAP contract for services shall be eligible for participation in the employee Assistance Program.

d) Funding

All costs relating to the employee Assistance Program shall be borne by the Employer.

E&OE

Signed off this

day of

20

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Nw 22	2:21 pm
UP #14	Article 15.08	NEW- Impact of Legislation	
		Revised per ER comments Nov 21 2022	

Impact of Legislation

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2. In the event that existing or future federal or provincial legislation should render any part of the collective agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the collective agreement shall remain in full force and effect.
3. In that event, the Union and the Employer shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
4. If the parties are unable to come to an agreement after forty-five (45) working days from the start of negotiations, the matter may be referred to arbitration by either party.
5. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

E&OE

Signed off this

22

day of

November

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22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Nov 22/22	3:02 pm
UP#15v.2	Article 16.02	AMEND- Article 16.02 Imposition of Discipline Revised per ER comments of Nov 21 2022 16.02 divided up into sections for ease of reading	

16.01 Just Cause

The Employer has the right to discipline or terminate an employee for just cause. The burden of proof of just cause rests with the Employer. Such discipline or termination may be subject to the grievance procedure outlined in Article 18.

16.02 Employee Investigation and the Imposition of Discipline

- a) Where an employee is under investigation by the Employer for any cause, the following shall occur:
- the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation;
 - if a delay is required, the employee and the Union Representative shall be notified of those matters at the earliest reasonable time and before any action is taken by the Employer;
 - the employee shall be advised that a designated representative of the Union must be present at any meeting in connection with such investigation. Attendance at such meetings by the employee will be without loss of pay.
- b) It is understood that Article 16.02.a does not preclude or prevent the Employer from initiating a pre-investigation in order to determine whether a formal investigation is needed.
- c) With the exception of a verbal warning, the Employer will provide the employee and the Union with a statement, in writing, at the time of the discipline or termination clearly establishing the reason for such discipline or termination. A designated representative of the Union must be present at all disciplinary and/or termination meetings. Attendance at such meetings will be without loss of pay.

E&OE

Signed off this

22nd

day of

Nov

22

For the Union

For the Employer


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

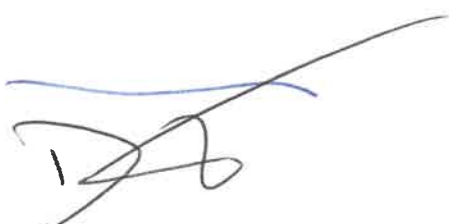
16.03 Remedy

If the discipline or termination imposed is found to be unjustified the employee will be made whole, as if the discipline or termination never occurred. The remedy may be varied by the Parties or the Board of Arbitration appointed pursuant to the terms of this Agreement.

16.04 Personnel File

An employee shall be entitled to review their personnel file upon request and with reasonable notice and in the event of a grievance. Disciplinary action shall be removed from an employee's file after twelve (12) months for verbal or written warnings and for any documentation critical of an employee, and after twenty four (24) months for a suspension provided the employee has been discipline free for the respective twelve (12) or twenty-four (24) month period.

Nw 22/22

DANIEL JENSEN

Nw 22/22




(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>Nov 22</i>	<i>3:05 pm</i>
UP#162v	Article 19 Arbitrators	<i>Amend</i> add numbering Revised—ER prefers no list of arbitrators	

ARTICLE 19 – ARBITRATION

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to either expedited or full arbitration as follows:

19.01 Expedited Arbitration - Alternate Dispute Resolution (ADR)

Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- a) Mutual agreement by both parties is required;
- b) Neither side shall be represented by lawyers hired for this purpose;
- c) Neither side will call witnesses except by mutual agreement;
- d) ~~The single arbitrator will be the first available for mutually agreeable date(s) from the following list:~~
 - ~~1. Greg Mullally~~
 - ~~2. Elaine Doyle~~
 - ~~3. Chris Sullivan~~
 - ~~4. Mark Atkinson~~
 - ~~5. Or other arbitrator by mutual agreement between the Parties;~~

The parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either party may apply to the Minister of Labour for British Columbia to appoint the arbitrator.

- e) Every effort will be made to complete the hearing in one working day;
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days;
- g) Awards will be limited to the decision with a summary of the arbitrator's reasons;
- h) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- i) Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and ~~disbursements~~ disbursements or expenses of the Arbitrator; and
- j) Should either party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured. In these circumstances, the party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.

DK

Nov 22/22

19.02 Full Arbitration

1. Either Party may refer the matter to full arbitration by written notice to the other Party.
2. The Parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either Party may apply to the Minister of Labour for British Columbia to appoint the arbitrator.
3. The arbitrator's decision shall be in writing. This decision will be precedential, and final and binding upon the Employer, the Union and each employee affected.
4. The arbitrator will retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.
5. Each Party shall pay their own costs and expenses of the Arbitrator and one-half (1/2) of the remuneration and ~~disbursements~~ disbursements or expenses of the Arbitrator.

E&OE

Signed off this

22nd

day of

November

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

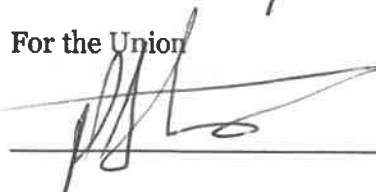
**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

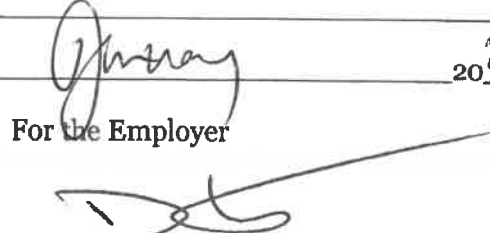
Union			
Number	Affected Article/MOU	Date:	Time:
UP #17v2	Article 22	Discussed term with ER Nov 21 2022	

ARTICLE 22 – TERM

- 22.01 a) This Agreement will be in full force and effect on and after the 1st day of January, 2022, to and including the 31st day of December, 2026. ~~1st day of January, 2017; to and including the 31st day of December, 2019.~~ 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. If a notice is not given by either party before the expiry of the Agreement, both parties are deemed to have given notice under this section.
- b) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect.
- 22.02 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.

E&OE
Signed off this 16th day of January 2023

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#20	Article 6	<i>Amend</i> <i>New- Article 6.07 Right of Representation</i>	

- 6.01** The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02** The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03** The Employer shall recognize the Job Steward(s) (if one is appointed) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position.
- 6.04** The Job Steward (if one is appointed) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05**
- a) Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.

E&OE

Signed off this

16th

day of

January

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23

For the Union

For the Employer

b) Union Leave for Union Staff Positions

Employees appointed to regular or temporary MoveUP, Local 378, Canadian Office and Professional Employees Union or COPE National Union positions (administrative, finance, servicing, organizing, communications, etc.) may be granted a leave of absence without pay for a maximum of two (2) years. Such leave shall not be unreasonably denied and shall be subject to bona fide operational requirements.

Seniority will accrue with the Employer during the approved leave. Seniority under Article 6.07.b shall not accrue during the term of this collective agreement.

Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

6.06 Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.

6.07 Right of Representation

a. A representative(s) of the union shall attend a meeting between an employee and a representative of the employer if:

- i. the meeting is or may become discipline related, or
- ii. the employee, the union or the employer has reason to believe a representative(s) of the Union should be present at meetings related but not limited to:
 - a. conduct or competency concerns;
 - b. attendance;
 - c. medical fitness or medical accommodation; or
 - d. any other matter pertaining to the employee's terms and conditions of employment.

b. When such meetings are held, the representative(s) of the Union and the affected employee(s) shall be released from their duties without loss of pay.

c. At any meeting between an employee and a representative of the employer, the employee or the employer representative shall have the right to suspend the meeting until a representative(s) of the Union is present per Article 6.07.a.

E&OE
Signed off this

day of

20

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/ MOU	Date: Nov 21, 2022	Time: 3:57pm
Up#21	10.04	Counter to ER #4 Nov 21 2022	

10.04 Leave for Medical/Dental Appointments

An employee will be allowed up to two (2) hours with pay from their accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off.

The up to two (2) hours will be utilized at the beginning or end of the workday where possible and employees shall make reasonable efforts to schedule appointments out of work time including weekends if possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

E&OE

Signed off this

day of

20

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/ MOU	Date: Nov 23, 2022	Time:
UP #21.1A M 22	3.02	Counter to ER #4 Nov 21 2022 Union and Employer agree to form a committee to discuss how to have a pool of trained Dispatch MoveUP members at the worksite.	

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN MERCHANT SERVICE GUILD (CMSG)

("the Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION LOCAL 378
dba as
Movement of United Professionals (MoveUP)**

("the Union")

RE: Training Opportunities for Dispatch MoveUP members at the CMSG

The Parties agree to meet within ninety (90) days from the ratification of the collective agreement to discuss training opportunities for MoveUP Dispatch members who work at the the CMSG so the Employer has trained members when Dispatch is utilized.

For the Union

For the Employer

E&OE

Signed off this

16th

day of

January

2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**CDN MERCHANT SERVICE GUILD
PROPOSALS 2022
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: Nov 21, 2022	Time:
UP#23	Appendix A, B & C Revisions	Per discussions with Employer Nov 21 and 23 2022	

APPENDIX "A"

CATEGORIES, CLASSIFICATIONS AND SALARIES

CATEGORY 1

Office Assistant

~~CATEGORY 2~~

~~Administrative Assistant 1~~

CATEGORY 3

Administrative Assistant 2

CATEGORY 4

Office Administrator [unfilled]

1. Regular part-time employees shall be subject to the regular employee wage progression scale.
2. Hourly rates, except casual or temporary, are provided for calculating overtime or part-time wages and do not indicate that MoveUP members are hourly employees.

E&OE

Signed off this

16th

day of

January

2023

For the Union

For the Employer

Differentials

Training: A worker 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 regular salary, a training differential of five dollars (\$5.00) per day.

Supervisor: A worker who, in addition to their normal duties, is required to supervise one (1) or more persons shall receive, in addition to regular salary, a supervisory differential of five dollars (\$5.00) per day.

APPENDIX "A" – CATEGORIES, CLASSIFICATIONS AND SALARIES

~~Effective January 1, 2020 – 1% Increase to all Categories~~

~~Effective July 1, 2020 – 1% Increase to all Categories~~

~~Effective January 1, 2021 – 2% Increase to all Categories~~

Year 1	January 1, 2022 to December 31, 2022	3.0 percent to all categories
Year 2	January 1, 2023 to December 31, 2023	2.0 percent** to all categories
Year 3	January 1, 2024 to December 31, 2024	2.0 percent** to all categories
Year 4	January 1, 2025 to December 31, 2025	2.0 percent** to all categories
Year 5	January 1, 2026 to December 31, 2026	2.0 percent** to all categories

**The wage increases in Year 2 through Year 5 shall be 2.0 percent or the established rate of the National Guild for that year for all its employees across Canada whichever is higher.

E&OE
Signed off this

day of

20

For the Union

For the Employer

APPENDIX "B" - JOB DESCRIPTIONS

CATEGORY 1 - Office Assistant

Employees in this category are typically hired as casual employees to provide assistance from time to time for a specified purpose as outlined below. They work under direct supervision.

~~Superseded Job Titles may include: Clerk, Data Entry Clerk I~~

BASIC PURPOSE

- To assist with basic clerical support functions on an as and when needed basis.

DUTIES AND RESPONSIBILITIES

1. Performs a variety of basic clerical and support functions including answering telephones, stuffing envelopes, assisting with mail-outs, filing, and data entry as needed.

Note: employees in this category are expected to perform data entry functions and may use spreadsheets for the data entry. ~~They are not expected to perform word processing.~~

EQUIPMENT USED

- Photocopier, postage machine, folder, collator, fax, PC (for data entry), switchboard.

QUALIFICATIONS

- Grade 10 or six (6) months office experience.

~~CATEGORY 2 - Administrative Assistant 1~~

~~Employees in this category perform a variety of office functions with or without supervision. Employees may perform duties ranging from a basic to intermediate level in the use of office applications.~~

~~Superseded Job Titles may include: Clerk Stenographer, Data Entry Clerk II, Word Processing Operator I and II, Secretary, Assistant Bookkeeper, Data Control Clerk, Pension/Health and Welfare Benefits Agents I, Dispatcher.~~

~~BASIC PURPOSE~~

- ~~—To provide intermediate clerical and/or administrative support to the office.~~

E&OE

Signed off this

day of

20

For the Union

For the Employer

DUTIES AND RESPONSIBILITIES

1. ~~Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.~~
2. ~~Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.~~
3. ~~Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains membership records.~~
4. ~~Maintains hour bank and contribution records for benefits and pension plans; calculates and enters pension benefits; receives, validates, batches and enters employer remittance reports into computer; responds to member and employer inquiries.~~
5. ~~Provides job information to employers and union members regarding job vacancies, available candidates, and wage rates. Receives requests from employers, dispatches members to job sites, ensures member is in good standing, and maintains dispatch records.~~

EQUIPMENT USED

- ~~Photocopier, postage machine, fax, personal or network computer, switchboard, scanner, printer, dictaphone, shredder, adding machine/calculator, typewriter.~~

QUALIFICATIONS

- ~~Grade 12 or equivalent and dependent on the position and the needs of the office.~~
- ~~6-12 months office experience and completion of a recognized secretarial program or successful completion of basic bookkeeping, or office systems, or word processing or formal data control training and one year experience related to any of the programs noted above.~~

E&OE

Signed off this

16th

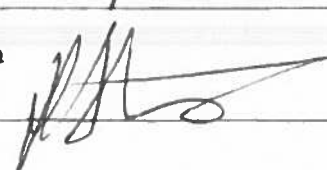
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For the Union



For the Employer



CATEGORY 2 ~~3~~ - Administrative Assistant 2

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, referring unusual problems/concerns to supervisor or the CMSG Secretary-Treasurer or designate. May be required to act as a Confidential Secretary to one (1) or more persons.

~~Superseded Job Titles may include: Computer Operator 1, Confidential Secretary, Office Administrator, Office Assistant, Bookkeeper, Research Assistant, Pension/Health and Welfare Benefits Agent II.~~

BASIC PURPOSE

- Provides a variety of high level administrative, general clerical, accounting/bookkeeping, and basic technical office systems support functions.

DUTIES AND RESPONSIBILITIES

An employee under this category may be asked to take on aspects of the following depending upon their specific position as follows:

- ~~1. To operate Operates~~ a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data; ~~also graphics, basic desktop publishing and clipart methods for in-house or external printing.~~
2. ~~To produce Produces~~ financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year-end financial statements; prepares accounting statements and performs electronic banking. Monitors interest rates/investment income with bank and arranges for term deposits as directed.
3. ~~To provide Provides~~ information, direction, support and answers enquiries on benefit and/or pension plan transactions; investigates complex claims and recommends settlement payments.

E&OE

Signed off this

16th

day of

January

20²³

For the Union

For the Employer

4. ~~To maintain~~ Maintains efficient use of software, hardware and other office equipment; maintains e-mail and voice mail systems; performs minor maintenance on office equipment; obtains quotes and makes recommendations on the purchase of new office equipment and arranges for training and provides technical assistance to others once new equipment is purchased. May be responsible for maintenance of website.
5. ~~To ensure~~ Ensures adequate stock of office stationery and supplies including maintaining inventory of same.
6. To provide job information to employers and union members regarding job vacancies, available candidates, and wage rates. Receives requests from employers, dispatches members to job sites, ensures member is in good standing, and maintains dispatch records.
7. Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.
8. Performs searches using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by offices/business agents.

EQUIPMENT USED

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, ~~dietaphone~~, shredder, ~~adding machine~~/calculator, typewriter.

QUALIFICATIONS

- Grade 12 or equivalent and three (3) years related experience or, depending on the position:
- successful completion of a recognized secretarial program and two (2) years related experience.
- successful completion of bookkeeping courses and two (2) years related experience.
- successful completion of office systems program and two (2) years related experience.
- successful completion of word processing courses and two (2) years related experience.
- successful completion of a certificate in computer systems plus two (2) years related experience.
- successful completion of related post-secondary or trade union courses and two (2) years related experience.

E&OE

Signed off this

16th


day of

January


20

23

For the Union



For the Employer



CATEGORY 4 – Office Administrator

Employees in this category work independently and may be responsible for the smooth operation of the office.

~~Superseded Job Titles may include: Computer Operator, Desktop Publisher, Print Production Artist, General Assistant, Supervisor, Office Manager, Apprentice Plan Administrator.~~

BASIC PURPOSE

- To provide expert level administrative and/or supervisory work. This position may be responsible for the administration of the day to day workload and the work schedule of the office staff and may be responsible for the office staff.

DUTIES AND RESPONSIBILITIES

1. May be required to provide an advanced level of administrative or technical support.
 2. Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.
 3. Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.
-
1. ~~Provides input into decisions regarding staffing. May be involved in decisions regarding supervision, training, hiring, layoffs of employees; responsible for the allocation of work; organizing the office workflow and sets priorities of the workload.~~
 2. ~~May be required to provide an advanced level of administrative or technical support to any of the following: coordinating apprenticeship and journey person upgrading courses; responding to inquiries regarding apprenticeship programs and application processes; liaises with contractors and training coordinator to track progress; preparing and maintaining database to track work experience and technical training; informing employers/union/health and welfare plans of apprentice wage increases and other changes; and preparing reports for elected officials.~~

E&OE

Signed off this

day of

20

For the Union

For the Employer

3. ~~Assists Secretary Treasurer with forecasting, budgeting and preparation of reports for officers. Independently monitors the budget and reconciles variances; maintains all financial records and liaises with auditors/trustees.~~
4. ~~Calculates pension benefits using Family Relations Act and Pension Benefits Standard Act. Reviews court orders and separation agreements; calculates proportionate shares, provides actuary with information regarding retirement options; corresponds with members and former spouses; upon termination, retirement or death, reviews members' pension data and refers to pension assistant for processing; may provide assistance to the payment clerk in setting up new retirees, produces cheques for transfer of pension monies; may assist pension assistant in checking calculation worksheets processing calculations.~~
5. ~~Provides technical or programming support to computer system or network. Plans, organizes, controls computer operations and liaises with other departments and analysts to determine needs and upgrades.~~
6. ~~Uses typographic and layout skills and a variety of graphics software (such as Adobe, Photoshop, Coreldraw) to prepare digital camera ready art for print reproduction.~~
7. ~~Performs research using Quicklaw or equivalent in locating economic, statistical or analytical reports; documentation for arbitrations, briefs, handouts etc. as directed by officers/business agents.~~

EQUIPMENT USED

- Computerized photocopier, postage machine, personal or network computer, fax, phone, scanner, printer, dietaphone, shredder, adding machine/calculator, typewriter.

QUALIFICATIONS

Grade 12 or equivalent and four (4) years related 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.
- in depth knowledge in AS400 database or similar database used by the Employer
- ability to train and supervise office administrative staff.

E&OE

Signed off this

day of

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For the Union

For the Employer

APPENDIX "C"

HEALTH AND WELFARE/BENEFIT PLAN OFFICES — TASK LIST

CATEGORY 3 — See also Appendix "B"

Clerk-Stenographer

Maintain enrolment records:

- ~~set up file for new contributors.~~
- ~~record changes of address/dependents/coverage on cards or enter into computer.~~
- ~~advise carriers of changes.~~
- ~~update information system regularly to remove inactive members.~~

CATEGORY 4 — See also Appendix "B"

Steno-Bookkeeper

Perform any of the following:

1. ~~Maintain hour bank and contribution records for benefits and pension plans.~~
 - ~~receive, check, batch and enter Employer remittance reports into computer or post manually.~~
 - ~~calculate pension benefits and enter into computer or ledger.~~
 - ~~receive self payments, check and enter into computer or ledger.~~
 - ~~deposit funds received.~~
 - ~~process reciprocal transfer of hours.~~
 - ~~balance hour bank accounts.~~
 - ~~prepare status reports on a regular basis.~~
2. ~~Answer member enquiries/Employer enquiries.~~
 - ~~provides information in regard to non-routine enquiries.~~
3. ~~Validate claims for payment.~~
 - ~~determine eligibility of claimant for benefits.~~
 - ~~check receipts.~~
 - ~~check calculations.~~
 - ~~prepare payment documents.~~

E&OE

Signed off this

day of

20

For the Union

For the Employer