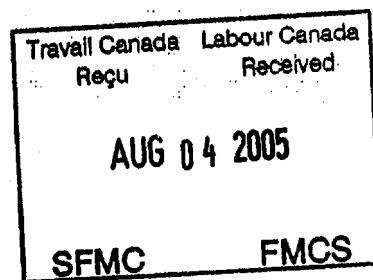


Provincial

# COLLECTIVE AGREEMENT



between  
MASTER CONSTRUCTION TRADE UNION OFFICE AGREEMENT  
and  
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 15

*Effective: May 1, 2003 to Expiry: April 30, 2006*

13477(011)

# MASTER CONSTRUCTION TRADE UNION OFFICE AGREEMENT

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~~Effective~~ **May 1, 2003** to ~~Expiry~~ **April 30, 2006**

# MASTER CONSTRUCTION TRADE UNION OFFICE AGREEMENT

THIS COLLECTIVE AGREEMENT ENTERED INTO  
THIS 1ST DAY OF MAY 2003

**BETWEEN:**      **CONSTRUCTION INDUSTRY AFFILIATED TRADE UNIONS**  
[hereinafter referred to as the "Employer"]

*Party of the First Part;*

**AND:**            **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION, LOCAL 15**  
[hereinafter referred to as the "Union"]

*Party of the Second Part;*

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## ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may arise from time to time.
- 1.02** For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as including the plural or masculine unless the context requires otherwise.
- 1.03** The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

## ARTICLE 2 — BARGAINING UNIT AND RECOGNITION

- 2.01** The Employer recognizes the Union as a multi-employer certification and the sole bargaining authority for all employees in its offices within the jurisdiction of the Office and Professional Employees International Union, Local 15, 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** The Union recognizes the Building Trades Employers Bargaining Council as the Employer and will direct all correspondence and grievances to the Council at the address and to the attention of the individual as may, from time-to-time, be provided by the Employer.
- 2.03** All members shall be required to use their Union Label.

- 2.04** The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Office and Professional Employees International Union with the designation of Local 15 and shall remain the sole property of the Union.
- 2.05** The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.06** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 2.07** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 2.08** During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

### **ARTICLE 3 — UNION SECURITY**

- 3.01** The Employer agrees that all employees shall maintain Union membership in the Office and Professional Employees International Union as a condition of employment.
- 3.02** When the Employer requires new employees, it shall so notify the Union so that the Union may provide the Employer with suitable applicants. The Union shall have three (3) working days to supply such applicants. If Union members are not available, the Employer may obtain office workers elsewhere. It is understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment.
- 3.03** Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven [7] days from the date of notice.
- 3.04** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth [15th] of the following month, together with a list of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Office Steward.
- 3.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Article dealing with the Union Security.

### **ARTICLE 4 — THE RIGHTS OF THE EMPLOYER**

- 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.

## ARTICLE 5 — DEFINITION OF EMPLOYEES

### 5.01 Probationary Period:

All new employees, except temporary and casual employees, will be considered probationary for the first sixty [60] days of employment, after which they will become regular. A temporary employee transferred to or attaining regular status will not be required to serve any further probationary period beyond the first sixty [60] days of employment.

### 5.02 Regular:

A regular employee is any person employed on a full time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

### 5.03 Regular Part-Time:

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

- [a] Sick leave entitlement shall be on a pro rata basis consistent with the hours worked in the previous thirty [30] days.
- [b] Regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours worked in the previous thirty [30] days.
- [c] Annual vacation entitlement shall be pro rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

### 5.04 Temporary:

- [a] A temporary employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three [3] months' duration except as provided in Section 5.04[b] below, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.
- [b] Temporary employees hired to replace employees on leave of absence under Article 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.
- [c] Temporary employees shall receive four percent [4%] of gross earnings in lieu of annual vacation pay.
- [d] Temporary employees shall receive statutory holiday pay on the same basis as regular or regular part-time employees depending on the temporary employee's weekly hours for work.

### 5.05 Casual:

- [a] Casual or extra employees shall be those employees hired for extra or relief work for periods of up to one [1] month. Such employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four [4] hours' work on each day which they are employed,
- [b] Casual employees shall be entitled to a combined Statutory and Annual Vacation pay at the rate of eight percent [8%] of gross earnings on termination.

- 5.06 The Employer or his Representative shall make known to the employees his/her duties and from whom he/she shall receive instructions as to the policies and procedures of the establishment.

## ARTICLE 6 — UNION REPRESENTATION

- 6.01 The Employer shall recognize the Representative[s] selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representatives[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 Office Steward[s] elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward[s] for carrying out the duties proper to that position.
- 6.04 The Office Steward 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 The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 6.06 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.
- 6.07 Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer.

## ARTICLE 7 — HOURS OF WORK AND OVERTIME

- 7.01 Regular Work Day:  
A regular work day shall consist of six and one-half [6½] hours between the hours of 8:00 a.m. and 5:00 p.m.
- 7.02 Regular Work Week:  
A regular work week shall consist of thirty-two and one-half [32½] hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.
- 7.03 Hours of work as provided in Sections 1 and 2 may be varied subject to mutual agreement between the Employer and the Union.

***NOTE:*** The employer agrees that any change to the regular work day and/or regular work week will be implemented only by mutual agreement between the Employer and the Union. Such changes could encompass a nine-dayfortnight or a **four-day** work week.

*The Employer's agreement to nine-dayfortnight or four-day work week changes requested by union members will not be unreasonably withheld, although it is understood that it is more difficult to provide such agreement for smaller offices or ~~for~~ unique positions.*

### **POINT OF CLARIFICATION:**

*Those Employers, as at August 1, 2004, who employ members of the bargaining unit on a modified work week (e.g. nine-dayfortnight, or a four day work week) shall keep the modified work week during the term of the agreement.*

- 7.04** A one [1] hour lunch period will 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 employee.
- NOTE:** *The lunch period may be shortened by mutual agreement between the Employer and the Union, from one [1] hour but not less than one-half [%] hour.*
- 7.05** Two [2] relief periods per day of fifteen [15] minutes each, one [1] in the morning and one [1] in the afternoon, shall be taken without loss of pay.
- 7.06** Overtime Premiums:  
All time worked before or after the regularly established working day, or as varied by mutual agreement as per Section 3, shall be considered as overtime and paid at the rate of two hundred percent [200%] of the employee's pro rated hourly rate.
- 7.07** All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent [200%] of the employee's pro rated hourly rate.
- 7.08** All employees requested to work overtime beyond the regular work day shall be allowed a one [1] hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two [2] hours' work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.
- 7.09** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four [4] hours' pay at the overtime rates, provided the employee reports for such work.
- 7.10** Regularly scheduled overtime shall mean overtime for which at least twenty-four [24] hours' notice has been given. Emergency overtime shall mean overtime for which less than one [1] day's notice is given. Employees requested to work beyond their regular shift with less than twenty-four [24] hours' notice, that is emergency overtime, shall work up to two [2] hours under regular overtime provisions. Work beyond the two [2] hour allowable period shall entitle the employee to not less than two [2] hours' additional pay at overtime rates. The meal hour allowance in the foregoing Section 7 shall be separate and apart from the above premium provisions.
- 7.11** Overtime shall be on a voluntary basis and, all things being equal, will be distributed among all members of the office staff.
- 7.12** Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.
- 7.13** Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.



## ARTICLE 8 — STATUTORY HOLIDAYS

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

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Boxing Day
Christmas Day	British Columbia Day	

**8.02**

## ARTICLE 9 — ANNUAL VACATIONS

- 9.01** [a] Upon completion of twelve [12] months' service, an employee shall be entitled to a paid vacation of fifteen [15] working days. Payment for such vacation period shall be at the employee's current wage rate or six percent [6%] of gross earnings for the period in which the vacation was earned, whichever is greater.
- [b] Upon completion of six [6] months' service, 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.
- 9.02** Each employee who has completed five [5] years' service shall receive twenty [20] working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent [8%] of gross earnings for the period in which vacation was earned, whichever is greater.
- NOTE: These twenty [20] days are taken during the sixth [6<sup>th</sup>] year of employment.*
- 9.03** For each year of service in excess of five [5] years', each employee shall be entitled to one [1] additional day paid vacation day, to a maximum of thirty [30] working days.
- 9.04** Payment for vacation entitlements outlined in Section 3 above shall be:
- [a] 21 and 22 days — at the current wage rate or eight percent [8%] of gross earnings, whichever is greater;
- [b] 23 to 27 days inclusive — at the current wage rate or ten percent [10%] of gross earnings, whichever is greater;
- [c] 28 days and over — at the current wage rate or twelve percent [12%] of gross earnings, whichever is greater.

- 9.05** 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 January 1st to termination date.
- 9.06** Selection of employee's vacations shall be in order of seniority. Employees who wish to take their vacations in two [2] or more periods instead of one [1] unbroken period shall select only one [1] vacation period by seniority until all employees in the signing group have had the opportunity to select one [1] vacation period. Subsequently, those employees who have chosen to take their vacation in two [2] or more separate periods shall select the second [2<sup>nd</sup>] and subsequent periods in order of seniority.
- 9.07** The Employer shall make a vacation schedule available by the end of the first [1<sup>st</sup>] week of January and the employees shall indicate their vacation selection by March 15<sup>th</sup> and have such vacation confirmed by March 31<sup>st</sup> of each year.
- 9.08** Carry-Over  
No unused vacation may be carried over beyond the employee's anniversary date without prior written approval, such approval will not be unreasonably withheld.
- 9.09** Past Service Credits:  
All employees re-entering employment with the Employer will receive credit for past service in determining their vacation entitlement after completing two [2] full calendar years after re-entry.
- 9.10** Upon fifteen [15] days' written notice, a regular employee shall be entitled to receive, prior to commencement of her vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period. The employee will receive pay the last working day prior to commencement of vacation.

## **ARTICLE 10 — LEAVE OF ABSENCE**

- 10.01** An employee may apply for, and where possible receive, up to six [6] months leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.
- 10.02** Bereavement Leave:  
In cases of death in the immediate family, i.e. husband, wife, common-law spouse, son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, niece or nephew, or aunt or uncle, an employee shall be granted up to three [3] working days leave of absence with full pay. One [1] day of leave with pay shall be granted to any employee who wishes to attend services related to the death of grandparents, grandchildren, spouse's grandparents or grandchildren. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.  
Employees who have to travel out-of-province or overseas or from remote areas shall be allowed additional time off with pay for any necessary period of absence not to exceed three [3] working days.
- 10.03** Maternity Leave and Parental Leave:  
[a] For the purpose of this Article, "spouse" includes common-law relationships within the meaning of the Family Relations Act.

"Maternity and Parental Leave will be granted in accordance with the Employment Standards Act of BC".

- [b] Upon request, the employee shall be granted up to three [3] months leave of absence without pay. Such Leave of Absence may be extended by mutual agreement upon application by the employee.
- [c] An employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part 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.
- [d] Seniority shall accrue.

**10.04** Leave for Medical/Dental Appointments:

An employee will be allowed up to two [2] hours with pay from her accumulated sick leave bank for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two [2] hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve [12] hours in any calendar year.

## **ARTICLE 11 — SICK LEAVE, BENEFIT PLAN AND PENSION PLAN**

**11.01** Sick Leave:

- [a] Effective May 1, 1996, the Employer will allow one [1] working day per month sick leave with full pay. Such sick leave shall be accumulated from month to month and from year to year up to a maximum of twenty-four [24] actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness extending beyond three [3] working days. Any employee who has more than twenty-four [24] days to her credit as of May 1, 1996, will on retirement, layoff, or resignation, be provided a retiring allowance of \$50.00 per day for any days in excess of twenty-four [24] days. Alternately, such excess days may be used as paid sick leave, thereby reducing the retirement allowance by fifty [\$50.00] dollars for each day so used.
- [b] During periods of lengthy illness or disability, any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulated "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. "Sick leave" shall not accumulate while an employee is absent because of a disability. At the employee's option, accumulated sick leave may be used to offset the difference between regular salary and wage indemnity payments.

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

### 11.03 Benefit Plan:

- [a] The Union shall establish a Pension Trust Fund and a Health & Benefit Trust which shall be governed by Boards of Trustees consisting of Union members. The names of the Funds shall be the Master Trade Union Sector Pension Plan and the Master Construction Trade Union Benefit Plan.
- [b] Master Trade Union Sector Pension Plan:  
Each Employer shall contribute one dollar and seventy-five cents [\$1.75] per hour earned by all employees working under the terms of this Agreement, to the Trustees of the Master Trade Union Sector Pension Plan by a single payment made by the fifteenth [15th] of the month following that which payment covers, to an agency designated for that purpose by the OPEIU. These contributions shall be made together with a list of the names, social insurance numbers and the monthly hours of the employees on whose behalf the contributions are being made.  
**Effective May 1, 2004 this is increased to two dollars [\$2.00].**  
**Effective May 1, 2005 this is increased to two dollars and fifteen cent [\$2.15].**  
The Employer shall make monthly contributions to the Fund for regular part-time employees hired by the Employer subsequent to December 1, 1992, based on actual hours earned.  
Contributions shall be made for all employees who are not covered by Employer's existing pension plans.  
Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with the Trust Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.
- [c] Master Construction Trade Union Benefit Plan:  
Effective September 1, 2001, each Employer shall contribute two dollars and fifty-two cents[\$2.52] per hour earned by all employees working under the terms of this Agreement to the Trustees of the Administrator — ***Pacific Blue Cross, PO Box 24715 SUB F, Vancouver, BC, V5N T58*** — by a single payment made by the fifteenth [15th] of the month following that which payment covers. These contributions shall be made together with a list of the names, social insurance numbers and the monthly hours of the employees on whose behalf the contributions are being made.  
Effective May 1, 2002, this amount increases to two dollars and sixty-two cents [\$2.62].  
**Effective April 1, 2003, this amount increases to three dollars and twelve cents [\$3.12] of which \$ 0.50 is employee paid.**  
**Effective May 1, 2005, this amount increases to three dollars and twenty five cents [\$3.25] of which \$0.50 is employee paid.**  
Notwithstanding the foregoing, the Employer shall contribute one hundred thirty [130] hours per month on behalf of each regular part-time employee on staff with the Employer prior to December 1, 1992. Should the actual hours worked exceed one hundred thirty [130] hours per month, the Employer shall make contributions to the Plan based on actual hours earned.  
Operation of this Fund shall be governed by the Trustees of the Plan, such Trustees to be selected in accordance with the Trust Agreement.

- [d] The Employer shall make payment based on actual earned hours to both the Master Trade Union Sector Pension Plan and the Master Construction Trade Union Benefit Plan on behalf of all regular full-time, temporary, casual employees and regular part-time employees, except for those regular part-time employees identified in 11.03 [c] above.

Earned Hours:

The hours in 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 to include Wage Indemnity\*
- Approved Leave [Maternity, Jury Duty, Bereavement Leave] exclusive of Sections 10.01 and 10.03[b]
  - ◆ In the case of an employee receiving Weekly Wage Indemnity Benefits, the Employer will continue to remit Pension & Benefit contributions on behalf of the employee. The Employer will remit the regular number of hours as earned preceding the disability.

- [e] The Union and/or The Plan Administrator shall advise the Employer of any delinquency. Should the Employer fail to respond within forty-eight [48] hours of receipt of the notification [exclusive of Saturdays, Sundays and Holidays] by either sending in payment of the delinquency or giving written reasons for the delinquency, and where the delinquency has been established to have been within the Employer's control, there then shall be a ten percent [10%] penalty of the amount of the late payment due and/or the Union may withdraw its members from the Employer, without contravening the terms of this Agreement or the Law, until such delinquent contributions and penalties are received. Where it can be established that the delinquency was outside the Employer's control, that penalty shall be waived.

**11.04 Employment Insurance Premium Reduction:**

The Employer agrees that five-twelfths [5/12ths] of the Employment Insurance Premium Reduction will be paid back to the employee annually, where applicable.

**ARTICLE 12 — WAGES**

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

**12.02** [a] Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 18 or 19 of this Agreement.

[b] All job classification disputes which are not resolved may be referred to the Joint

Conference Board prior to the arbitration procedure being brought into effect.

- 12.03** It is expressly understood and agreed that the wage scales, contained in Appendix "A" are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.
- 12.04** Upon recruiting new employees, the Employer agrees that previous comparable or directly related experience shall be recognized, and minimum commencing salary shall be at the six [6] month step of the salary range for the employee's classification, provided the employee has six [6] months or more such experience. New employees with less than six [6] months such experience shall be paid at a salary step in accordance with this previous experience.
- 12.05** Where an employee has the necessary qualifications and has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointment to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.
- 12.06** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.
- 12.07** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job. This provision shall not apply for brief relief periods of less than one-half [1/2] day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply as provided in Section 6 foregoing.
- 12.08** Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four [4] hours' pay.
- 12.09** The Parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.

### **ARTICLE 13 — SENIORITY**

- 13.01** (a) Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- (b) Seniority shall not be transferable between the Employers covered by this Collective Agreement.
- 13.02** 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.
- 13.03** An employee laid off and placed on the recall list under Article 14, Section 5, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** 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.

- 13.05** Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 13.06** Employees on approved leave of absence on Union business under Article 6, Section 6, or sick leave/extended sick leave under Article 11, Sections 1 and 2, will continue to accrue seniority. Employees granted extended leave of absence under Article 10, Section 1, will be credited with accumulated seniority as defined in Section 1.
- 13.07** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

#### **ARTICLE 14 — PROMOTION, LAYOFF AND RECALL**

- 14.01** The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

Each regular vacancy and/or new position shall be posted on the Employer's premises for three [3] working days, with notification of the posting to be sent to the local Union office at the time of the posting. The posting shall outline the job title, group classification and salary range.

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

All employees applying for the posted vacancies shall be notified in writing of receipt of their application and whether said applications is successful.

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

**14.03** Layoff:

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

- [a] The employee with the least amount of seniority in any classification will be the first laid off from that job, but may displace the least senior employee in the same or lower category, for which she/he has the necessary qualifications and has greater seniority.
- [b] The employee who is displaced from her/his job as a result of such bumpback procedure, may her/himself move back and displace a less senior employee in the same or lower category for which she/he has the necessary qualifications and has greater seniority.

**14.04** Notice of Layoff:

All regular employees shall be given written notice of layoff or salary in lieu of notice as follows:

- [a] Two [2] weeks' notice if employed fewer than three [3] complete years;
- [b] Three [3] weeks notice after three [3] completed consecutive years employment, and one [1] additional weeks notice for each subsequent completed year of employment, up to a maximum of eight [8] weeks notice.
- [c] In the event of office closure, Article 14.04[b] will apply. [This shall not apply to temporary job sites].

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

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

**14.06** Recall:

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

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

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

## **ARTICLE 15 — GENERAL**

**15.01** Working conditions, wages and benefits currently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect.

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

**15.03** The Employer agrees to have all public stenography done by a public stenographer who is a member of this Union, if available, and can supply the Union Label.

**15.04** [a] No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or otherwise assigned by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Section 15.03 above.

[b] Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the bargaining unit employees.

Non-bargaining unit employees or officers of the Employer may use word processors or other computer programs to prepare letters, documents, spread sheets or other communications directed to parties outside the Employers office or offices and forward these by disk, internal electronic mail, e-mail or other electronic form to OPEIU staff for final production and circulation.

[c] Communications prepared by non-bargaining unit employees or officers of the Employer by e-mail, directed to or for internal use by other staff within the Employer's office or offices, does not require formatting or any other handling by OPEIU staff. E-mail, as a form of personal communication, is allowed without attachments unless they are produced by OPEIU staff or are third party attachments being forwarded.

[d] This wording is intended to protect, and not extend, the Union's existing



bargaining unit jurisdiction as of April 30, 1996.

**15.05** Jury Duty:

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

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

**15.07** It is agreed by the Parties that the Agreement will be prepared on an alternating basis.

**15.08** Training and Development:

Preamble: Both parties recognize the importance of continuing training and development of skills. In order to facilitate this development of skill sets the union agrees to promote the concept of training and education.

[a] Employer initiated: 100% of course fees upon successful completion of course,

[b] Employee initiated: 50% of course fees upon successful completion of course,

[c] Subject to operational requirements, the parties agree that such training may take place during normal working hours.

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

## **ARTICLE 16 — DISCHARGE AND TERMINATION**

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

**16.02** If a regular [ie: permanent] employee is terminated, except as provided in Section 1 above, said employee shall receive two [2] weeks' written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given prior to the vacation period of any employee, such employee shall receive two [2] weeks' wages at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

- 16.03** If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to his former position without any loss of seniority or rank or benefits and shall be compensated by the Employer for all time lost retroactive to the date of discharge.
- 16.04** An employee whose employment is terminated by the Employer, as set forth in Section 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

## **ARTICLE 17 — TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

- 17.01** Definition, Notice, Disclosure and Consultation:
- [a] Wherever possible, the Employer shall provide the Union with up to six [6] months' written notice of intention to introduce automated equipment and/or procedural change.
  - [b] The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to **an** employee's normal duties or place of employment.
  - [c] The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.
- 17.02** Employees whose positions become redundant due to new equipment or procedures shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer, without loss of pay, to the affected employees.
- 17.03** In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee[s] shall elect to terminate employment or to be placed on recall under this Section shall receive all the benefits he/she had accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.
- 17.04** A specified extension of the recall period, where recall is applied under Section 17.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.
- 17.05** Severance Pay:  
Employees whose services are terminated by layoff for any reason shall receive severance pay. The amount of such severance pay shall be one [1] week for each year of service to a maximum of twelve [12] weeks. Severance pay shall be payable to **an** employee immediately upon termination of recall rights as set out in Section 14.06 or waiver thereof.
- 17.06** Off Premises Equipment:  
The Employer agrees that no computer equipment shall be placed in an employee's residence.

## **ARTICLE 18 — GRIEVANCE PROCEDURE/JOINT CONFERENCE BOARD**

**18.01** Grievance as used in this Agreement includes any employee and/or Employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

**18.02** All grievances shall be presented within ten [10] working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

Step 1:

Any employee who believes that she/he has a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Supervisor.

Step 2:

Should the employee and Job Steward be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable section of the Agreement. The Union will direct all correspondence to the BTEB Council who shall answer the grievance in writing within ten [10] working days.

Step 3:

[a] The Union or the employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Section 18.02, thereby eliminating Steps 1 and 2.

[b] Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute, shall be referred to a meeting of the BTEBC and the Union. Such a meeting will be held within 30 days. If settlement is not reached within 30 days after that meeting, the initiating party may refer the matter to arbitration.

## **ARTICLE 19 — SINGLE ARBITRATOR**

Upon completion of the grievance procedure, the parties to this Agreement may use the services of a mutually agreed single Arbitrator as a means of settling grievances and disputes.

1. The Party desiring arbitration under this Article will notify the other Party, in writing in accordance with the provisions of Article 18.
2. The Parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within ten [10] days of such notice or in the event one of the Parties declines the procedure, notice of Arbitration as provided in Article 19 may be given by either Party.
3. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen [15] days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute.

The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 19 of this Agreement.

4. Each Party shall pay their own costs and expenses of the Arbitration and one-half [½] the remuneration and disbursements or expenses of the Arbitrator.

5. Article Headings— The Article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

## **ARTICLE 20 — JOINT CONFERENCE BOARD**

- 20.01** A Joint Conference Board shall be formed which will be equally made up of three [3] members of the Employer Group and three [3] members of the OPEIU, Local 15 as elected by the bargaining unit for the term of the current Agreement.
- 20.02** The objective of the Joint Conference Board shall be to reach consensus on any issue of mutual concern.
- 20.03** The Joint Conference Board will have the power, authority and duty on behalf of the respective Parties here to:
- [a] adjust disputes or establish regulations governing the conduct of their members;
  - [b] promote a harmonious relationship between both Parties to this Agreement;
  - [c] direct any of the parties bound by this Collective Agreement to cease unfair labour practices or violations of this Collective Agreement;
  - [d] explore ways and means to overcome adversarial positions in negotiating new Agreements;
  - [e] fulfill such other obligations contained in this Agreement as from time-to-time may arise.
- 20.04** The Joint Conference Board shall meet on a quarterly basis. At such meetings, two [2] members of each Party shall constitute a quorum.
- 20.05** One [1] member of the Employer committee and one [1] member of the OPEIU committee will be elected Co-chairs of the Joint Conference Board and chairing of meetings will alternate between them or their designates.
- 20.06** Upon mutual agreement, all decisions and recommendations reached by the Joint Conference Board will be circulated among all individuals and groups Party to the Agreement and will form Policy for future interpretation and application of this Agreement. This Policy shall be binding upon the Employer, the Union, and the employee or group of employees concerned.
- 20.07** Those issues addressed by the Joint Conference Board upon which consensus cannot be reached, will be referred to the Parties for inclusion in the next round of negotiations.

## **ARTICLE 21 — HEALTH AND SAFETY**

- 21.01** Eye Examinations:  
Employees who are required to work with Video Display Terminals on a regular basis shall be entitled to the following:
- [a] Eye examination by an Ophthalmologist/Optomtrist of the employee's choice once per year.
  - [b] The Employer shall grant leave of absence with pay not to exceed two [2] hours for employees to have such tests and the Employer shall assume the costs of such tests where such costs are not covered by insurance.
- 21.02** Pregnancy:  
A pregnant employee shall not be required to operate a Video Display Terminal. Such employees may elect to take alternative work which shall be offered by the Employer.

The employee shall be paid the appropriate rate of pay during such alternative employment.

If alternate work is not available, the employee will be considered to be on leave of absence without pay until she qualifies for maternity leave of absence.

**21.03** VDT Equipment:

The Employer will attempt to supply reasonable, but adequate, equipment for operating work stations [eg: adjustable work stations, detachable keyboards, etc.].

It shall be the Employers' responsibility to ensure that VDT equipment meets all WCB and Federal Government safety standards. Upon employee request, but no more than annually, such equipment shall be tested for radiation emissions and screen clarity.

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

The Employer shall ensure that employees operating VDTs continuously shall have a ten [10] minute change of duty in each hour of continuous operation,


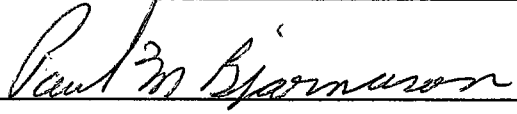


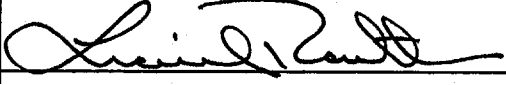
**ARTICLE 22 — DURATION**

- 22.01** This Agreement will be in full force and effect on and after the **1<sup>st</sup>** day of **May 2003**, to and including the **30th** day of **April 30<sup>th</sup> 2006**, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice to commence collective bargaining upon the other Party hereto, at least sixty [60] days prior to the 30th day of **April 2006**, or sixty [60] days prior to the 30th of April in any year subsequent thereto.
- 22.02** It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50[2] and 50[3] of the Labour Relations Code of British Columbia Act.

Signed at <b>BURNABY</b> , BC	This <b>13</b> Day of	<b>MAY</b> , 2005
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SIGNED ON BEHALF OF THE EMPLOYER  
*Party of the First Part;*

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

 Jim Brady — Chair, Employers Committee	 Paul Bjarnason — Business Representative
 Cathy McGuinty — Secretary, Employers Committee	 Sheila Morrison — Secretary-Treasurer
 Lionel Railton — Spokesperson, Employers Committee	

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**MASTER CONSTRUCTION TRADE UNION OFFICE EMPLOYER  
NEGOTIATING COMMITTEE - NEGOTIATING FOR:**

BC Construction Industry Rehabilitation Plan  
BC Construction Industry Health & Safety Council  
British Columbia and Yukon Territory Building and Construction Trades Council  
I. B. of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge 359  
Bricklayers, Masons and Plasterers' International Union of America, Local No. 1  
BC Provincial Council of Carpenters  
Carpentry Apprenticeship & Training Committee  
Carpentry Workers Health & Welfare Plan  
United Brotherhood of Carpenters & Joiners of America, Local No. 1995  
United Brotherhood of Carpenters & Joiners of America, Local No. 1370  
United Brotherhood of Carpenters & Joiners of America, Local No. 1540  
United Brotherhood of Carpenters & Joiners of America, Local No. 2404  
[Pile Drivers, Divers, Bridge, Dock and Wharf Builders]  
Millwrights, Machine Erectors & Maintenance Union, Local 2736  
International Union of Elevator Constructors, Local No. 82  
International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 118  
International Association of Bridge, Structural and Ornamental Iron Workers, Local No. 97  
Ironworkers Trade Improvement Committee  
Labourers Advancement Fund Membership Services  
Labourers Pension Plan  
Construction and Specialized Workers Union, Local 1611  
Construction & Specialized Workers Medical & Benefit Plan of BC  
Construction & Specialized Workers Training Society  
Operating Engineers Apprenticeship Training  
Operating Engineers Realty  
Operating Engineers' Welfare & Pension Plan  
International Union of Operating Engineers, Local 115  
International Union of Operating Engineers, Local No. 882  
Piping Industry Apprenticeship Committee  
Plumbers Local Union 170 Welfare Plan  
Metal Trades Division of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170  
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 170  
Sheet Metal Workers' International Association, Local No. 280  
Sheet Metal Workers' Welfare & Pension

## APPENDIX "A"

### CATEGORIES, CLASSIFICATIONS AND SALARIES

Effective: December 1, 1998

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The monetary difference between Category 1 through 6 is maintained by using Category IV as a value of 100%.

The percentages are as follows:

CATEGORY 1:	87%
CATEGORY 2:	91%
CATEGORY 3:	96%
CATEGORY 4:	100%
CATEGORY 5:	104%
CATEGORY 6:	108%

The across-the-board settlements of September 1, 2001 and May 1, 2002, 2003, 2004, and 2005 distort the above relationships.



## APPENDIX " A

### CATEGORIES, CLASSIFICATIONS AND SALARIES

**Effective: May 1, 2003**

May 1, 2003 increase:	\$0.45	\$.50 is Voluntarily shifted to Benefits Package			
	<b>casual or Temporary Rates Per Hour</b>		<b>starting Rate</b>	<b>After 6 Months</b>	<b>After 12 Months</b>
<b>CATEGORY I:</b> Clerk I	\$20.37	Weekly: Hourly:	\$642.20 \$19.76	\$652.28 \$20.07	\$662.03 \$20.37
<b>CATEGORY 2:</b> Clerk II Data Entry Clerk I	\$21.27	Weekly: Hourly:	\$671.45 \$20.66	\$681.53 \$20.97	\$691.28 \$21.27
<b>CATEGORY 3:</b> Clerk-Stenographer Data Entry Clerk II Word Processing- Operator I	\$22.35	Weekly: Hourly:	\$706.55 \$21.74	\$716.63 \$22.05	\$726.38 \$22.35
<b>CATEGORY 4:</b> Secretary Assistant Clerk IV Data Control Clerk Word Processing Operator II	\$23.25	Weekly: Hourly:	\$735.80 \$22.64	\$745.88 \$22.95	\$755.63 \$23.25
<b>CATEGORY 5:</b> Confidential Secretary Bookkeeper Clerk V Research Assistant Word Processing- Operator III Computer Operator I	\$24.15	Weekly: Hourly:	\$765.05 \$23.54	\$775.13 \$23.85	\$784.88 \$24.15
<b>CATEGORY 6:</b> Computer Operator II - Programmer Desktop Publisher General Assistant	\$25.03	Weekly: Hourly:	\$779.03 \$24.42	\$789.11 \$24.73	\$813.48 \$25.03

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 OPEIU members are hourly paid employees.

**DIFFERENTIALS:**

**Training:** A worker who, in addition to his/her normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to his/her regular salary, a training differential of five dollars [\$5.00] per day.

**Supervisor:** A worker, who in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of five dollars [\$5.00] per day.

**Effective April 1, 2003:** \$0.50/hr is being transferred as a voluntary contribution to the Benefits Package

## APPENDIX "A"

### CATEGORIES, CLASSIFICATIONS AND SALARIES

**Effective: May 1, 2004**

				aid to the Pens	n Plan
	Casual or Temporary Rates Per Hour		Starting Rate	After 6 Months	After 12 Months
<b>CATEGORY 1:</b> Clerk I	\$20.62	Weekly: Hourly:	\$650.33 \$20.01	\$660.40 \$20.32	\$670.15 \$20.62
<b>CATEGORY 2:</b> Clerk II Data Entry Clerk I	\$21.52	Weekly: Hourly:	\$679.58 \$20.91	\$689.65 \$21.22	\$699.40 \$21.52
<b>CATEGORY 3:</b> Clerk-Stenographer Data Entry Clerk II Word Processing- Operator I	\$22.60	Weekly: Hourly:	\$714.68 \$21.99	\$724.75 \$22.30	\$734.50 \$22.60
<b>CATEGORY 4:</b> Secretary Assistant Clerk IV Data Control Clerk Word Processing Operator II	\$23.50	Weekly: Hourly:	\$743.93 \$22.89	\$754.00 \$23.20	\$763.75 \$23.50
<b>CATEGORY 5:</b> Confidential Secretary Bookkeeper Clerk V Research Assistant Word Processing - Operator III Computer Operator I	\$24.40	Weekly: Hourly:	\$773.18 \$23.79	\$783.25 \$24.10	\$793.00 \$24.40
<b>CATEGORY 6:</b> Computer Operator II - Programmer Desktop Publisher General Assistant	\$25.28	Weekly: Hourly:	\$779.03 \$24.67	\$789.11 \$24.98	\$821.60 \$25.28

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 OPEIU members are hourly paid employees.

**DIFFERENTIALS:**

**Training:** A worker who, in addition to his/her normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to his/her regular salary, a training differential of five dollars [\$5.00] per day.

**Supervisor:** A worker, who in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of five dollars [\$5.00] per day.

**Effective May 1, 2004:** \$0.25 of the \$0.50 increase is being applied to Pension contributions.

## APPENDIX "A"

### CATEGORIES, CLASSIFICATIONS AND SALARIES

**Effective: May 1, 2005**

May 1, 2005 Increase:					
	<b>Casual or Temporary Rates Per Hour</b>		<b>Starting Rate</b>	<b>After 6 Months</b>	<b>After 12 Months</b>
<b>CATEGORY 1:</b> Clerk I	\$20.92	Weekly: Hourly:	\$660.07 \$20.31	\$670.15 \$20.62	\$679.90 \$20.92
<b>CATEGORY 2:</b> Clerk II Data Entry Clerk I	\$21.82	Weekly: Hourly:	\$689.33 \$21.21	\$699.40 \$21.52	\$709.15 \$21.82
<b>CATEGORY 3:</b> Clerk-Stenographer Data Entry Clerk II Word Processing- Operator I	\$22.90	Weekly: Hourly:	\$724.42 \$22.29	\$734.50 \$22.60	\$744.25 \$22.90
<b>CATEGORY 4:</b> Secretary Assistant Clerk IV Data Control Clerk Word Processing Operator II	\$23.80	Weekly: Hourly:	\$753.68 \$23.19	\$763.75 \$23.50	\$773.50 \$23.80
<b>CATEGORY 5:</b> Confidential Secretary Bookkeeper Clerk V Research Assistant Word Processing- Operator III Computer Operator I	\$24.70	Weekly: Hourly:	\$782.92 \$24.09	\$793.00 \$24.40	\$802.75 \$24.70
<b>CATEGORY 6:</b> Computer Operator II - Programmer Desktop Publisher General Assistant	\$25.58	Weekly: Hourly:	\$779.03 \$24.97	\$789.11 \$25.28	\$831.35 \$25.58

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 OPEIU members are hourly paid employees.

**DIFFERENTIALS:**

**Training:** A worker who, in addition to his/her normal duties, is required to train one or more new persons in the procedures and duties of their office shall receive, in addition to his/her regular salary, a training differential of five dollars [\$5.00] per day.

**Supervisor:** A worker, who in addition to his/her normal duties, is required to supervise one or more persons shall receive, in addition to his/her regular salary, a supervisory differential of five dollars [\$5.00] per day.

**Effective May 1, 2005:** \$0.13 is being paid to the Benefits Plan and \$0.15 is being paid to the Pension Plan

## APPENDIX "B"

### JOB DESCRIPTIONS

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The following job descriptions are intended to describe the type of work performed within the six categories. The titles are not intended to restrict the Employer's ability to transfer a worker to other titles within a category or even other categories in order to maximize the use of a worker's time. This transferability shall not be construed to mean that a worker will be able to perform all the work itemized under other titles within a category.

These descriptions cover workers employed in Union offices, Welfare and Pension offices or apprenticeship offices.

#### CATEGORY 1

##### *Clerk I*

A worker under direct supervision, whose duties may include:

- typing envelopes and lists;
- sorting and collating material;
- mail distribution;
- answer telephones [excluding PABX];
- operating office equipment [level 1].

#### CATEGORY 2

##### *Clerk II*

A worker, under supervision, whose duties may include:

- typing stencils, letters and reports from draft copy;
- operating a telephone switchboard;
- acting as a receptionist;
- operating office equipment [level 1 & 2].

##### *Data Entry Clerk I*

A worker, under supervision and with no previous experience or training, whose duties may include:

- copying data input to a computer, punch cards or magnetic media from prepared and balanced lists or reports;
- operating keypunch, terminal verifying, bursting, decollating or sorting machine;
- performing clerical duties in sorting, filing and maintaining card files;
- assisting in other data processing clerical duties.

After not more than six [6] months' service, the incumbent will automatically proceed to the six [6] month step of Data Entry Clerk II.

### **CATEGORY 3**

#### ***Clerk-Stenographer***

A worker, with or without supervision, whose duties may include:

- taking dictation — shorthand/stenotype/dictation;
- transcribing dictation;
- maintaining files;
- locating information from files;
- receiving cash at counter and issues receipts;
- operating office equipment level 1, 2, 3;
- maintaining enrolment records in a Health and Welfare Office [asks outlined in Appendix "C"];
- receiving and responding to routine office enquiries by phone, at counter or by correspondence [re-set form letters].

#### ***Data Entry Clerk II***

A worker with previous experience or training, with or without supervision, whose duties may include:

- copying data input to a computer, punch cards or magnetic media, from prepared and balanced lists or reports;
- operating keypunch, terminal verifying, bursting, decollating or sorting machines;
- performing clerical duties in sorting, filing and maintaining card files;
- assisting in other data processing clerical tasks.

#### ***WordProcessing Operator I*** [Memory Typewriter, Level 3]

A worker who has a thorough knowledge of word processing procedures, the specific capabilities of the equipment and its applications to the work.

The position requires periodic training on the updating of the equipment. All work is subject to checking to ensure compliance with established standards of performance.

Duties may include typing a variety of materials, such as:

- lengthy and complex documents;
- technical material;
- figures;
- form letters and forms;
- revising materials according to editing instructions.

This equipment shall not be used by the incumbent to perform any of the following: data communication, financial/ accounting/ bookkeeping, mathematical or statistical applications.

### **CATEGORY 4**

A worker who is required to perform a variety of office operations with or without supervision, The work generally involves all phases of routine office duties, including bookkeeping and allied machines. The use of independent judgement relating to Employer's direction is required.

#### ***Secretary***

Duties may include:

- acting as a secretary to one or more persons;
- taking minutes of meetings in shorthand or by stenotype, or similar machines;
- answering questions and supplying information as directed by Employer.

### ***Assistant Bookkeeper***

Duties may include:

- performing basic bookkeeping;
- preparing invoices and bills;
- receiving dues and incoming cash from the membership at desk or window or by mail;
- examining and counting money;
- writing receipts;
- entering receipts on cards or other records;
- making change;
- cashing cheques.

### ***Under Supervision***

- maintaining membership records;
- posting to ledger, cash book, journal or file cards;
- setting up and keeping simple bookkeeping records as directed.

### ***Clerk IV***

A worker in a Health and Welfare Office whose duties may include: [tasks outlined in Appendix "C"]

- maintaining hour bank and contribution records;
- answering member and employer enquiries;
- validating claims for payment.

### ***Data Control Clerk***

A worker, with minimal supervision, whose duties may include:

- receiving and compiling data processing material such as:
- employer reports;
- hour bank records;
- union dispatch information;
- other applicable reports.
- preparing all complicated cash and cheques for deposit;
- compiling inflow and storage of data processing tapes, discs, etc.;
- preparing any special reports and assisting with keypunch duties when required;
- performing other clerical and data processing functions as may be assigned.

***WordProcessing Operator II*** [Equipment, Level 4]

A worker whose duties, in addition to those of Word Processing Operator I, may include:

- operating personal computers and related peripherals, i.e. page readers, sheet feeders or line printers to utilize basic and advanced features of specialized word processing software;
- producing a wide variety of materials including the use of statistical, mathematical or financial applications.

***Acts as a Dispatcher***

- supplies **job** information to Employers and Union members regarding filling job vacancies, available manpower, wage rates;
- receives requests from Employers for help;
- dispatches members to **job** sites;
- provides **job** location and contact name to member;
- checks dues paid and member in good standing as directed by Employer.

**CATEGORY 5**

***Confidential Secretary***

- acts as a confidential secretary to one [1] or more persons;
- +takes minutes of meetings, in shorthand or by stenotype or similar machines of meetings, e.g. Executive Board, Trustees, in-camera;
- answers questions and supplies information.

***Bookkeeper***

A worker who keeps a full set of books for recording Union transactions and/or whose work involves some of the following:

- preparing payrolls, banking, filing, etc.;
- stenographic work and a variety of office duties;
- posting and balancing subsidiary ledgers, cash books and journals;
- journalizing transactions where judgement is involved as to accounts affects;
- posting ledgers and trial balances;
- may also prepare accounting statements as directed by the Employer;
- this work may be done either manually or with a computer.

***Clerk V***

In a Health and Welfare office may perform all, or a majority of tasks in Clerk IV [see Appendix "C" for tasks], plus:

- assuming full responsibility for keeping a set of records to record benefit plan transactions;
- investigating complex claims;
- recommending settlement payments regarding members/money or hours.

The above duties would be similar in complexity to the work of a bookkeeper.

***Research Assistant***

A worker, with or without supervision, whose duties may include:

- researching information as requested by staff representatives and full-time officers.

This may include economic and statistical analytical reports such as briefs for arbitration, educational

material, etc.

Research is done within established Union policy guidelines.

***WordProcessing Operator III*** [User programmable control]

A worker who, in addition to the duties of Word Processing Operator II, uses a manufacturer supplied programming language to develop or write programs to do the various application functions required.

***Computer Operator I***

A worker who has a basic knowledge of the operating system of a micro-computer and operates a micro-computer using e.g. PC DOS, MS DOS, OS/2, PS/2 and peripheral equipment in the preparation and processing of a variety of reports, records, statistics, statements or related material and where applicable:

- takes responsibility for the validity of data submitted and the accuracy of processed material;
- executes backup procedures and maintains accuracy of the backup library.
- takes responsibility for the start up and shut down procedures of the computer.
- maintains and cleans equipment to manufacturer specifications.
- co-ordinates operations of input, backup and month-end runs, etc. to ensure a smooth flow of work and the efficiency of operations;
- monitors program runs and determines equipment failures;
- corrects those of a routine nature;
- rearranges operations sequence steps to maintain operating efficiency.

*NOTE: Basic knowledge is understood to mean the interactive use of not more than forty [40] commands, and to explicitly exclude knowledge of programming of the configuration or batch files, and to further exclude the use of system Editors, Debug Utilities, or Programming Languages.*

**CATEGORY 6**

***Computer Operator II-Programmer***

A worker who, in addition to the duties of Computer Operator I, has considerable knowledge of a computer or computer network, the principles and practices of data base management as related to the access and retrieval of information or has experience or training in the programming language in which the application programs are written and who performs:

- liaison with other departments to determine their new needs;
- liaison with analysts to determine better methods for current work or best methods of new work;
- editing, under supervision or instruction of analyst, major applications programs;
- writing or editing, with or without supervision, minor applications programs;
- planning, organizing, controlling computer operations and all related duties, with or without supervision.

***Desktop Publisher***

A worker who, in addition to the duties of Word Processing Operator III, has advanced knowledge in the use of specialized software [eg: Ventura, Pagemaker] to prepare camera-ready work, such as but not limited to:

- kerning
- lay-out



- specialized graphics, other than Clipart
- photographic percentage scale reductions, typography
- POSTSCRIPT Printing/Programming
- a "Draw" program, such as Corel or Illustrator.

*NOTE:* This is not to assume that the use of Ventura simply as a Word Processor qualifies at this category.

***GeneralAssistant***

A worker who, in addition to his/her regular duties, has responsibility for such things as:

- allocation of work;
- setting priorities of workload;
- training new employees.

*NOTE:* The General Assistant would be entitled to the Supervisor Differential.

## APPENDIX "C"

### HEALTH AND WELFARE / BENEFIT PLAN OFFICES TASK LIST

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#### CATEGORY 3

##### *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

##### *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 or 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.

## **APPENDIX "D"**

### **OFFICE MACHINERY, OTHER THAN BOOKKEEPING OR ALLIED MACHINES**

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#### **LEVEL 1**

- Photocopier - desk top
- Letter opener - electric
- Postage machine - meter
- Folder
- Collator - manual
- Addressograph

#### **LEVEL 2**

- Computer terminal
- Microfilm - Reader/Printer
- P.A.B.X. Telephone
- Telex
- Gestetner
- Gestefax
- Photocopier - other than desk top
- Adding Machine

#### **LEVEL 3**

- Calculator
- Dictaphone
- Microfiche Filmer
- Cheque Writer
- Word Processing Machine, Simple - memory typewriter with an internal or independent memory, i.e. magnetic stripe cards, floppy discs, cassettes.

#### **LEVEL 4**

- Word Processing Machine, Advanced - a machine that supports data communication or more than one input terminal/typewriter or output device
- Audiometric testing equipment.

## LETTER OF UNDERSTANDING No. 1

**BETWEEN:**        **BUILDING TRADES BARGAINING UNIT / JOINT CONFERENCE BOARD**  
*Negotiating for Employers as Listed*

**AND:**             **OFFICE AND TECHNICAL EMPLOYEES UNION, LOCAL 15**

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### SEXUAL AND / OR PERSONAL HARASSMENT IN THE WORKPLACE

- [a] The OTEU and the Employer recognizes the right of employees to work in an environment free from sexual and/or personal harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- [b] Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - [i] sexual solicitation or advance or inappropriate touching and sexual assault;
  - [ii] a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- [c] Personal harassment means any conduct, comment, gesture or contact based on any of the prohibited grounds of discrimination under the Canadian Human Rights Act [race, national or ethnic origin, colour, religion, age, sex, marital or family status, and disability] that is likely to cause offence or humiliation to any person.
  - [i] An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a complaint, in writing, within thirty [30] days of the latest alleged occurrence through the Union directly to the President of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
  - [ii] An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - [iii] The President's designate **and** a Union representative shall investigate the complaint and shall submit reports to the President, in writing, within thirty [30] days of receipt of the complaint. The President shall within thirty [30] days of receipt of the reports give such orders as may be necessary to resolve the issue.
  - [iv] Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 18.
  - [v] Pending determination of the complaint, the President may take interim measures to separate the employees concerned if deemed necessary.

- [d] Where either Party to the proceeding is not satisfied with the President's response, the complaint will, within thirty [30] days, be put before a panel consisting of a Union Representative, an Employer representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. The panel shall have the right to:
- [i] dismiss the complaint;
  - [ii] determine the appropriate level of discipline to be applied to the offender; and
  - [iii] make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- [e] An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the President or the panel.

SIGNED ON BEHALF OF THE EMPLOYER  
Party of the *First Part*;

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

<i>Ray Callard — Chair, Building Trades Bargaining Unit</i>	<i>Rick Lampshire — Business Representative</i>
<i>Tony Tennessy — Building Trades Bargaining Unit</i>	<i>Opal Skilling — Secretary-Treasurer</i>
<i>Don Vinoly - Building Trades Bargaining Unit</i>	<i>Carolyn Chalifoux -- Chair, Negotiating Committee</i>
<i>Charles Farish — Building Bargaining Trades Unit</i>	
<i>Alex G. Baird — Building Trades Bargaining Unit</i>	
<i>Manny Conceicao — Building Trades Bargaining Unit</i>	

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