

# **COLLECTIVE AGREEMENT**



between

**VICTORIA TRADE UNION OFFICES**

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, LOCAL 15**

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*Effective: August 1, 2008 to Expiry: July 31, 2011*

# AGREEMENT

**BETWEEN: VICTORIA TRADE UNION OFFICES (JOINT COMMITTEE)**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 15**

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Effective: August 1, 2008 to  
July 31, 2011

**BETWEEN:** VICTORIA TRADE UNION OFFICES (JOINT COMMITTEE)  
(hereinafter referred to as the "Employer")

**PARTY OF THE FIRST PART**

**AND:** CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 15  
(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

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#### **ARTICLE 1 - PURPOSE**

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

#### **ARTICLE 2 - UNION SECURITY**

Section 1 The Union shall maintain a list of available members. The Employer may request an individual by name or merely make a request based on qualifications and job requirements. The Union shall advise of availability of members within 24 hours. For full-time employees, the Employer reserves the right to hire based on qualifications and ability with the Union's right of referral.

Section 2 If competent help cannot be furnished, the Employer shall employ one of his own choosing with the understanding that said employee shall, as a condition of employment, become and remain a member of the Canadian Office and Professional Employees Union, Local 15 within thirty (30) days.

#### **ARTICLE 3 - DEFINITION OF EMPLOYEE**

Section 1 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees 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.

#### **ARTICLE 4 - EMPLOYMENT**

Section 1 The Employer or his Representative shall make known to the employee the duties the employee is expected to perform and from whom the employee shall receive his/her instructions as to the policies and procedures of the establishment.

Section 2      Probationary Period

All new employees except temporary and casual employees will be considered probationary for the first ninety (90) days of employment. After ninety (90) days of employment, an employee will become regular. A temporary employee attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment.

Section 3

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

Section 4

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

**ARTICLE 5 - HOURS OF WORK**

Section 1

Seven (7) hours shall constitute a day's work between the hours of 9:00 a.m. and 5:00 p.m.. Five (5) days shall constitute a week's work between Monday to Friday inclusive. Except where amended by mutual agreement between the Employer and employee.

Section 2

Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken.

Section 3

A lunch hour shall be provided and taken within the two (2) hours in the middle of the regular working day; precise time to be arranged between the Employer and the employee.

Section 4

All time worked before or after the regularly established working day or on a Saturday shall be considered as overtime, and shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours' and two (2) times the straight time hourly rate thereafter.

Section 5

All full-time employees required to work overtime immediately following the regular work day shall be allowed one (1) hour's paid lunch period at the regular rate, provided such overtime is in excess of two (2) hours' work. Such estimated length of overtime work to be agreed upon by the Employer and the employee.

Section 6

Time worked on a Sunday shall be paid for at two (2) times the employee's straight time hourly rate.

Section 7

Employees hired on a part-time basis shall have their hours scheduled, and these hours shall fall between the hours of 9:00 a.m. and 5:00 p.m. All work done outside the scheduled hours and within the regularly established work day shall be considered as off schedule hours and paid for at the regular rate.

Section 8

Employees called in to perform emergency or part-time work after 5:00 p.m. shall be guaranteed a minimum of two (2) hours at the overtime rate. If the emergency or part-time work does not require the full two (2) hours, it shall be the employee's prerogative to go home and be paid the full two (2) hours.

Section 9 All overtime shall be distributed, all things being equal, between all members of the office staff.

#### ARTICLE 6 - STATUTORY HOLIDAYS

Section 1 The Employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

New Year's Day	Heritage Day - (3rd Mon.in Feb.)	Good Friday
Easter Monday	Victoria Day	Canada Day
Friday preceding BC Day	B.C. Day	Friday preceding Labour Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

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

If an employee is required to work on Heritage Day or the Friday preceding Labour Day then the employee shall have a floating holiday for each of those days worked to be taken at a mutually agreed upon time.

Section 2 Temporary and casual employees shall receive statutory holiday pay at the rate of four (4%) per cent of gross earnings calculated and applied to each pay cheque. Part-time employees will receive six (6%) per cent.

#### ARTICLE 7 - ANNUAL VACATION

- Section 1
- (a) Upon completion of twelve (12) months service an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six (6%) percent of gross earnings for the period in which the vacation was earned, whichever is greater.
  - (b) Upon completion of six (6) months service in the first (1st) year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
  - (c) Vacation time may not be carried over into the following year without the approval of the Employer.

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

Section 2 Each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 3 For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation to a maximum of thirty (30) working days.

Section 4 Payment for vacation entitlements outlined in Section 3 shall be:

- (a) 21 and 22 days – eight (8%) percent of gross earnings or current wage rate, whichever is greater.
- (b) 23 or 27 days inclusive – ten (10%) percent of gross earnings or current wage rate, whichever is greater.
- (c) 28 days and over – twelve (12%) percent of gross earnings or current wage rate, whichever is greater.

#### **ARTICLE 8 - BENEFIT PACKAGE**

Section 1 Effective August 1, 2008 each employee shall be paid four dollars and forty four (\$4.44) cents per hour for all hours paid in lieu of the following benefits, Medical, Dental, Extended Health Benefit, Wage Indemnity, Group Life Insurance and Pension. The employees to make their own designation as to the distribution of the amount. Effective August 1, 2010 - four dollars and sixty four (\$4.64) cents

Section 2 Funded Liability — Sick leave, accrued vacation and severance pay liability of the Employer are to be kept in a separate trust account for all employees.

#### **ARTICLE 9 - SICK LEAVE**

Section 1 Sick Leave

- (a) The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at his or her regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When employees are on employee funded wage loss plans, the difference between Weekly Indemnity payments and full salary shall be paid from the employee's accrued sick leave.
- (b) Part-time sick leave will be calculated on a pro-rated basis proportional to the hours worked per month.
- (c) The Employer will pay to each employee upon retirement or termination fifty (50%) percent of the unused portion of his or her sick leave credits.
- (d) Sick leave accumulation shall be calculated from the employee's commencement of employment.  
Unused portion of employee's sick leave credits payable upon retirement or termination shall be calculated on the employee's current rate at time of termination.

- Section 2 Medical certificates will be provided as evidence of illness upon request of the Employer.
- Section 3 Maternity Leave/Parental Leave — Leave of absence without pay in the case of pregnancy shall be granted in accordance with of the Employment Standards Act. Such leave will not affect sick leave entitlement or seniority. All maternity leave of absence requests shall be, in writing, and shall show the last day to be worked and the expected date of return to work.
- Section 4 Bereavement Leave — An employee shall be granted up to three (3) working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, child, (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild. (For the purpose of this Section "parent" shall include foster parent.) An additional two (2) working days paid will be provided if an employee needs to travel off of Vancouver Island. For the purpose of this section "*spouse*" includes common-law wife within the meaning of the Family Relations Act.
- Section 5 Jury Duty — An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Jury Duty and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

#### ARTICLE 10 - SENIORITY

- Section 1 (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.
- Section 2 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- Section 3 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period.
- Section 4 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.

- Section 5 Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- Section 6 Employees on approved leave of absence on Union business, Maternity/Parental leave or sick leave/extended sick leave, will continue to accrue seniority.
- Section 7 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

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

- Section 1 Promotions will be covered by seniority and efficiency. Where efficiency is equal between employees, seniority shall govern.
- Section 2 On reduction of staff through slackness of work, last on, first off, last off first on and an employee shall not be considered a new employee when re-starting, and shall be paid the same salary as when laid-off, including any wage adjustments that may have been applied during such lay-off time, through negotiations.
- Section 3 Any regular full-time or part-time employee with six (6) months or more of service who is laid-off for any reason, shall be placed on the recall list for a period of one year or may elect to take severance pay instead of being placed on the recall list.
- Section 4 No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for his or her actions on behalf of the Union.
- Section 5 Employer and employee agree to give two (2) weeks' notice of dismissal or resignation, except in extraordinary or unusual cases.
- Section 6 The amount of such severance pay shall be one (1) week's pay at current salary for each full year of service with the Employer and shall not exceed ten (10) weeks' pay. Any employee who has completed more than six (6) month's service, but less than one year is entitled to one weeks' severance if he/she has not exercised his/her recall rights under Section 3.

#### **ARTICLE 12 - GENERAL**

- Section 1 All members of the Union shall use their Union Label, labels to be provided by the Union.
- Section 2 The Employer agrees to have all Public Stenography done by a public stenographer who is a member of this Union and can supply the Union Label, if available.
- Section 3 In the event of the Employer hiring an office employee who is not a member of the Canadian Office and Professional Employees Union, Local 15, the Union agrees to issue a work permit prior to commencing employment in order that the Employer may display the Office Employee's Union Label.
- Section 4 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- Section 5 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect. This section shall not apply to new hires after 02/28/01.

Section 6 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Section 2 above, "Unless such work is of an emergency nature, and there are no members of the bargaining unit available. The Union (Local 15) will supply to the Employers, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable."

Section 7 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 14 of this Agreement.

#### **ARTICLE 13 - GRIEVANCE PROCEDURE**

Section 1 All grievances and complaints resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner:

- (a) The grievance or complaint shall be submitted, in writing, signed by the aggrieved employee, to the Office Steward, who will present such grievances or complaint to the Employer, who will give it prompt attention. In offices where there is no Office Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Business Representative(s) of the Union, who will then take up the grievance as set forth in this Section. The employee may or may not be present as she or he may elect.

Section 2 Any grievance must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee prevents such filing.

Section 3 If no agreement can be reached on the grievance within ten (10) days from the date it was first presented to the Office Steward or Business Representative(s) of the Union, if the matter not dealt with under Alternate Dispute Resolution under Article 14 then the matter will then be referred to the Board of Arbitration procedure outlined in Article 15 of the Agreement. The time limits herein set forth may be extended by mutual agreement between the Union and the Employer.

#### **ARTICLE 14 – ALTERNATE DISPUTE RESOLUTION**

The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 14 – Arbitration.

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

#### **ARTICLE 15 - ARBITRATION**

- Section 1 Where a grievance cannot be amicably settled between the Parties to this Agreement, either of the Parties may, after exhausting the Grievance Procedure, notify the other Party within five (5) days of its desire to submit the difference or allegation to arbitration. The Parties to this Agreement hereby agree to use the services of a Single Arbitrator as a means of settling grievances and disputes.
- Section 2 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 3, of Article 13. The notice shall set out the question(s) in the opinion of the Party seeking Arbitration, to be arbitrated.
- Section 3 The Parties to the dispute will thereupon apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator.
- Section 4 Upon appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated if necessary and, shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- Section 5 Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and expenses of the Arbitrator.

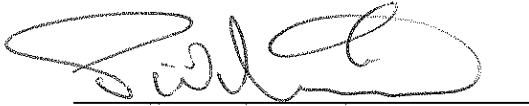
**ARTICLE 16 - DURATION**

Section 1 This Agreement will be in full force and effect on and after the 1st day of August 2008, to and including the 31st day of July 2011, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 31st day of July 2011, or sixty (60) days prior to the 31st day of July, in any year subsequent thereto.

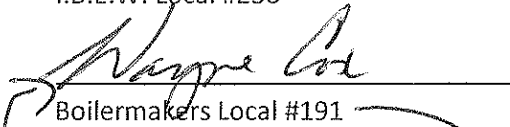
Section 2 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia.

Signed at <i>Victoria</i>	, BC	this <i>7<sup>th</sup></i>	day of <i>December</i>	, 2009
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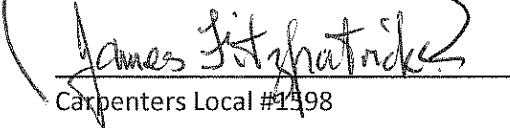
SIGNED ON BEHALF OF THE  
VICTORIA TRADE UNION OFFICES



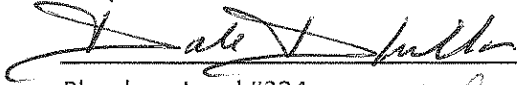
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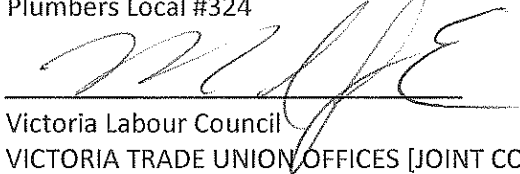
Boilermakers Local #191



Carpenters Local #1498



Plumbers Local #324

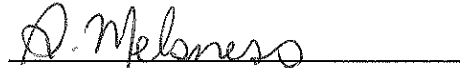


Victoria Labour Council  
VICTORIA TRADE UNION OFFICES [JOINT COMMITTEE]

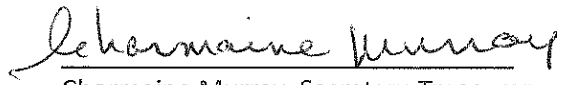
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SIGNED ON BEHALF OF THE  
CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 15



Sarah Melsness, Business Representative



Charmaine Murray, Secretary-Treasurer

## APPENDIX "A"

### PART 1 – WAGES

Section 1 Employees in the office covered by this Agreement shall receive the following wages; it being understood that such are minimum wages and that any Employer recognizing experience and ability may adjust the wage upwards if he so desires.

Section 2 Whenever an employee in a lower rated category is required to perform work in a higher rated category, he or she shall be paid the higher rate for all time employed in the higher classification.

### PART 2 – JOB DESCRIPTIONS

#### CATEGORY 4:

Bookkeeping  
Allocating and Supervising Work  
Payroll  
Advanced level of administrative or technical support  
Responsible for Training Employees  
Desktop Publishing  
Computer Programming

#### CATEGORY 3:

May be required to Train Employees  
Maintaining Hour Bank and Records  
Maintaining Files  
Taking Minutes of Meetings  
Maintain Membership Records  
Answering Employer Inquiries  
Performing Basic Bookkeeping  
Preparing Invoices and Bills

#### CATEGORY 2:

Data Processing  
Data Entry  
May be required to dispatch  
Receiving cash and issuing receipts  
Posting Dues  
Update membership records  
Performing clerical duties in sorting, filing, and maintaining card files  
Transcribing Dictation  
Receiving and responding to routine office enquiries by phone, at counter or by correspondence.

#### CATEGORY 1:

Typing letters, envelopes, and reports from rough draft or copy  
Answering phones  
Filing  
Operating Office Equipment  
Mail

\*It is understood that employees in Categories 2, 3, and 4 may be required to perform job functions of lower Categories without any loss of pay.

**APPENDIX "A"**  
**CLASSIFICATIONS & WAGE RATES**

**AUGUST 1, 2008**

CATEGORY	Part-Time Casual or Temporary Rates (per hour)	Start Rate	After 6 Months	After 12 Months
1	\$22.75	\$22.15	\$22.45	\$22.75
2	\$23.82	\$23.19	\$23.51	\$23.82
3	\$26.23	\$25.54	\$25.89	\$26.23
4	\$27.30	\$26.59	\$26.95	\$27.30

**AUGUST 1, 2009**

CATEGORY	Part-Time Casual or Temporary Rates (per hour)	Start Rate	After 6 Months	After 12 Months
1	\$23.69	\$23.06	\$23.38	\$23.69
2	\$24.81	\$24.15	\$24.49	\$24.81
3	\$27.34	\$26.62	\$26.99	\$27.34
4	\$28.46	\$27.72	\$28.10	\$28.46

**AUGUST 1, 2010 (3%)**

CATEGORY	Part-Time Casual or Temporary Rates (per hour)	Start Rate	After 6 Months	After 12 Months
1	\$24.40	\$23.75	\$24.08	\$24.40
2	\$25.55	\$24.88	\$25.23	\$25.55
3	\$28.16	\$27.42	\$27.80	\$28.16
4	\$29.31	\$28.55	\$28.95	\$29.31

E&OE

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