

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE LOCAL 378
(The Union)

AND:

CONSTRUCTION MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL
(CMAW)
(The Employer)

The Parties agree to the following:

1. This Letter of Understanding covers all the COPE 378 members working for the Construction, Maintenance, & Allied Workers Bargaining Council (CMAW) to be certified under the Master Office Agreement- Trade Union Offices (MTUG).
2. The Parties agree the COPE 378 members will be placed under the Master Office Agreement- Trade Union Offices (MTUG) Collective Agreement moved from the Construction Industry Affiliated Trade Unions (CIATU) Collective Agreement, with the addition of the following provisions which will come into effect the date of signing of this Letter of Understanding, as stated below:
 - a. The Article 3 of the MTUG agreement will be replaced with appendix 'A' as attached to this LOU.
 - b. The Article 7 of the MTUG agreement will be replaced with appendix 'B' as attached to this LOU.
 - c. Stat holidays-Article 8 of Master Office Agreement- Trade Union Offices- The employer agrees to give the COPE 378 members the two Fridays, one preceding BC Day and one preceding Labour Day, as Statutory Holiday Days under the clause on "Any other holiday recognized by an individual Employer shall be provided...".

CMAW-COPE 378 Letter of Understanding (cont'd)

- d. The Article 9.02 of the MTUG agreement will be as appendix 'C' as attached to this LOU
- e. Article 9.04 will be referenced as "Vacation Days" as shown below:

Years of Service	Vacation Days
1 – 4	15 Days
5	20 Days
6	21 Days
7	22 Days
8	23 Days
9	24 Days
10	25 Days
11	26 Days
12	27 Days
13	28 Day
14	29 Days
15	30 Days

- f. The COPE 378 members will bring any accumulated sick leave with them to the MTUG agreement. As of the date of signing of this Letter of Understanding, the employer will allow one (1) working day per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year to a maximum of twenty-four (24) actual working days.
- g. The MTUG Appendix "A" salary rates will apply to the COPE 378 members effective 01 September 2012.


CMAW-COPE 378 Letter of Understanding (cont'd)

- h. Benefits - these will be addressed under a separate Letter of Understanding.
 - i. All other provisions of the MTUG Collective Agreement shall remain in place.
3. This Letter of Understanding shall remain in effect until the expiry of the Master Office Agreement- Trade Union Offices (MTUG) collective agreement (31 December 2013) at which time the parties agree to meet to review and/or revise this letter of understanding.

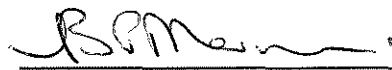
Signed at Vancouver, BC this 27 day of Aug 2012.

On behalf of CMAW

On Behalf of COPE 378



Paul Nedelec
Secretary Treasurer



Bonnie Merriman
COPE 378 Union Representative

CMAW-COPE 378 Letter of Understanding (cont'd)
Appendix 'A'

ARTICLE 3 — UNION SECURITY

- 3.01** The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union as a condition of employment.
- 3.02** When office workers are required, current paid-up members of the Union will be hired. Such requests are to be directed through the Union office. Should office workers who are Union members not be available or suitable, the Employer may obtain office workers elsewhere, it being 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. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers.
- 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 (15) 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.

CMAW-COPE 378 Letter of Understanding (cont'd)

Appendix 'B'

ARTICLE 7 — HOURS OF WORK AND OVERTIME

- 7.01 (a) A regular work day shall consist of seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m.
- (b) A regular work week shall consist of thirty-five (35) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.
- 7.02 (a) A snapshot will be taken of the employee complement of each Employer, by category of employee, as of the date of ratification. This snapshot will form the base employee complement for each Employer. Should an Employer increase the hours in a regular work week beyond the thirty-two and one-half (32 ½) hours in existence at the time of ratification, the Employer will ensure the employee complement does not fall below the snapshot number.
- (b) Each Employer shall decide at the time of ratification whether to select a thirty-two and one-half (32 ½) hour or a thirty-five (35) hour week. A one-time subsequent change to the regular hours of work shall require sixty (60) days written notice to both the Union and the employees.
- (c) Notwithstanding Article 7.02(b) if, after increasing the hours of work to thirty-five (35) hours per week, the need for the employee complement falls below the snapshot number, before considering layoffs, the Employer shall then return the hours of work to the thirty-two and one-half (32 ½) hour per week which existed at the time of ratification.
- The Union will issue a Letter of Understanding adjusting the regular work week and regular hours of work to any Employer choosing to remain at the thirty-two and one-half (32 ½) hour week.
- 7.03 Hours of work as provided in Clauses 7.01 and 7.02 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-day fortnight or a four-day work week.*
- The Employer's agreement to nine-day fortnight 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-day fortnight, 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.

CMAW-COPE 378 Letter of Understanding

Appendix 'B' (cont'd)

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 (½) 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 Clause 7.03, 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 Clause 7.08 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.

CMAW-COPE 378 Letter of Understanding (cont'd)
Appendix 'C'

ARTICLE 9 — ANNUAL VACATIONS

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 (6th) year of employment.*