

# COLLECTIVE AGREEMENT

Between

## **International Association of Machinists and Aerospace Workers, Northwest District 250**

(hereinafter referred to as the "Employer")



And



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

**January 1, 2023 to December 31, 2025**

**TABLE of CONTENTS**

	Page
<b>ARTICLE 1 — PURPOSE.....</b>	<b>8</b>
1.01 .....	8
1.02 .....	8
1.03 .....	8
<b>ARTICLE 2 — BARGAINING UNIT and RECOGNITION.....</b>	<b>9</b>
2.01 .....	9
2.02 .....	9
2.03 .....	9
2.04 .....	9
2.05 .....	9
2.06 .....	9
2.07 .....	9
<b>ARTICLE 3 — UNION SECURITY .....</b>	<b>10</b>
3.01 .....	10
3.02 .....	10
3.03 .....	10
3.04 Assignments of Wages and Employee Information.....	10
3.05 .....	11
<b>ARTICLE 4 — THE RIGHTS of the EMPLOYER.....</b>	<b>12</b>
4.01 .....	12
4.02 .....	12
4.03 .....	12
<b>ARTICLE 5 — DEFINITION of EMPLOYEES .....</b>	<b>13</b>
5.01 Probationary Period.....	13
5.02 Regular Full-Time .....	13
5.03 Regular Part-Time .....	13
5.04 Temporary.....	14
5.05 Casual.....	14
5.06 .....	14
<b>ARTICLE 6 — UNION REPRESENTATION.....</b>	<b>15</b>
6.01 .....	15
6.02 .....	15
6.03 .....	15
6.04 .....	15

6.05	.....	15
6.06	.....	15
6.07	.....	15
6.08	Union Leave.....	15
<b>ARTICLE 7 — HOURS of WORK and OVERTIME .....</b>		<b>17</b>
7.01	Regular Workday .....	17
7.02	Regular Work Week.....	17
7.03	.....	17
7.04	.....	17
7.05	.....	17
7.06	.....	17
7.07	Overtime Premiums.....	17
7.08	.....	17
7.09	.....	17
7.10	.....	18
7.11	.....	18
7.12	.....	18
7.13	.....	18
7.14	.....	18
<b>ARTICLE 8 — STATUTORY HOLIDAYS.....</b>		<b>19</b>
8.01	.....	19
8.02	.....	19
<b>ARTICLE 9 — ANNUAL VACATIONS .....</b>		<b>20</b>
9.01	.....	20
9.02	.....	20
9.03	.....	20
9.04	.....	20
<b>Years of Service .....</b>		<b>20</b>
9.05	.....	21
9.06	.....	21
9.07	.....	21
9.08	.....	21
9.09	Past Service Credits.....	21
9.10	.....	21
<b>ARTICLE 10 — LEAVE of ABSENCE.....</b>		<b>22</b>

10.01	.....	22
10.02	Bereavement Leave .....	22
10.03	Pregnancy and Parental Leave.....	22
10.04	Leave for Medical/Dental Appointments.....	23
10.05	Family Responsibility Leave.....	23
10.06	Jury Duty.....	23
10.07	Gender Transition Leave.....	23
10.08	Domestic or Sexual Violence Leave .....	24
10.09	First Responder Leave .....	24
<b>ARTICLE 11</b>	<b>— SICK LEAVE, WELFARE PLANS and PENSION PLAN .....</b>	<b>25</b>
11.01	Sick Leave .....	25
11.02	Medical Plan .....	25
11.03	Weekly Income Benefit.....	25
11.04	.....	25
11.05	Dental Plan: .....	25
11.06	Extended Health Benefit Plan: .....	26
11.07	Pension Plan:.....	26
11.08	Group Life Insurance:.....	26
11.09	E.I. Premium Rebate: .....	26
11.10	Benefit Plan Coverage: .....	26
11.11	Long Term Disability: .....	27
11.12	Employee Assistance Program:.....	27
11.13	Benefit Coverage: .....	27
<b>ARTICLE 12</b>	<b>– WAGES .....</b>	<b>28</b>
12.01	.....	28
12.02	.....	28
12.03	.....	28
12.04	.....	28
12.05	.....	28
12.06	.....	28
12.07	.....	28
12.08	.....	29
12.09	.....	29
<b>ARTICLE 13</b>	<b>– SENIORITY .....</b>	<b>30</b>
13.01	.....	30

13.02	.....	30
13.03	.....	30
13.04	.....	30
13.05	.....	30
13.06	.....	30
13.07	.....	30
13.08	.....	30
<b>ARTICLE 14 – JOB POSTINGS, PROMOTION, LAYOFF AND RECALL</b>	<b>.....</b>	<b>31</b>
14.01	.....	31
14.02	.....	31
14.03	Layoff.....	31
14.04	Notice of Lay-off .....	32
14.05	.....	32
14.06	Recall .....	32
14.07	.....	32
14.08	.....	32
<b>ARTICLE 15 – GENERAL</b>	<b>.....</b>	<b>33</b>
15.01	.....	33
15.02	.....	33
15.03	.....	33
15.04	.....	33
15.05	.....	33
15.06	Tuition Fees: .....	33
15.07	.....	33
15.08	.....	33
15.09	Joint Labour Management Committee .....	34
15.10	.....	34
<b>ARTICLE 16 – DISCHARGE AND TERMINATION.....</b>	<b>.....</b>	<b>35</b>
16.01	.....	35
16.02	.....	35
16.03	.....	35
16.04	.....	35
<b>ARTICLE 17 – TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY .....</b>	<b>.....</b>	<b>36</b>
17.01	Definition, Notice, Disclosure and Consultation: .....	36
17.02	.....	36

17.03	.....	36
17.04	.....	36
17.05	Severance Pay .....	36
17.06	Off Premises Equipment.....	36
<b>ARTICLE 18 – GRIEVANCES .....</b>		<b>37</b>
<b>ARTICLE 19 – SINGLE ARBITRATOR .....</b>		<b>38</b>
<b>ARTICLE 20 – TRAINING AND DEVELOPMENT.....</b>		<b>40</b>
<b>ARTICLE 21 – HEALTH AND SAFETY .....</b>		<b>41</b>
21.01	.....	41
21.02	Eye Examinations and VDT Eyewear:.....	41
21.03	Office Equipment:.....	41
21.04	.....	41
<b>ARTICLE 22 – SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE .....</b>		<b>42</b>
22.01	.....	42
22.02	.....	42
22.03	.....	42
22.04	.....	42
<b>ARTICLE 23 – JOB SHARE .....</b>		<b>44</b>
23.01	General .....	44
23.02	Procedure.....	45
23.03	Trial Period .....	45
23.04	Job Share Conditions.....	45
23.05	Job Share Partner Absence .....	46
23.06	Filling a Job Share Vacancy.....	46
23.07	Termination of a Job Share Arrangement.....	46
<b>ARTICLE 24 – DURATION.....</b>		<b>47</b>
24.01	.....	47
24.02	.....	47
<b>APPENDIX "A" .....</b>		<b>48</b>
<b>CATEGORIES, CLASSIFICATIONS AND SALARIES .....</b>		<b>48</b>
<b>APPENDIX "B" .....</b>		<b>51</b>
<b>JOB DESCRIPTIONS .....</b>		<b>51</b>
<b>LETTER OF UNDERSTANDING No. 2 .....</b>		<b>54</b>
ARTICLE 7 – HOURS OF WORK and OVERTIME.....		54
<b>LETTER OF UNDERSTANDING No. 3 .....</b>		<b>55</b>

HEALTH CARE PREMIUM.....55  
**LETTER OF UNDERSTANDING No. 4** .....56  
Apprenticeship Scale: ..... 56

## **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 and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment.
- 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 meaning the plural or masculine unless the context or Parties require 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 the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02 All members shall be required to use their Union Label.
- 2.03 The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union. The Union Label shall remain the sole property of the Union.
- 2.04 The employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 2.05 It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of 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.
- 2.06 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.
- 2.07 During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

## 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 (other than Student Employees, pursuant to LOU No. 1) 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, 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. The Employer shall have the sole discretion in filling a vacancy, whether or not the applicant is a member of the Union.
- 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 Assignments of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union by the 15<sup>th</sup> of the following month together with the following information as to the persons from whose pay such deductions have been made:

- (a) Employee id number
- (b) Name – address
- (c) Monthly salary
- (d) Amount of dues deducted
- (e) Job classification
- (f) Employee status
- (g) Date of hire
- (h) Work location
- (i) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

In addition to the above the Employer will provide the Union monthly with a list of:

- i) New hires
- ii) Terminations
- iii) Promotions
- iv) Demotions
- v) Lateral moves
- vi) Salary revisions
- vii) Address and name changes
- viii) Employees on extended leave of absence
- ix) Acting pay appointments
- x) Overtime worked

- xi) Telephone number changes, except where employees have expressly indicated to the Employer that their number is unlisted
- xii) Seniority

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

- 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.
- 4.02 The Union further recognizes the rights of the Employer to operate and manage its business in all respects, subject to the provisions of this agreement.
- 4.03
- a) The employer reserves the right to supplement and alter from time to time, rules and regulations to be observed by employees; regulations and rules shall not be inconsistent with the provisions of this agreement.
  
  - b) The employer agrees to advise the Union in writing of all policies and procedures prior to implementation.

## ARTICLE 5 – DEFINITION of EMPLOYEES

### 5.01 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 employment, an employee will become regular. A temporary employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment. The probationary period may be extended by mutual agreement between the Employer and the Union.

### 5.02 Regular Full-Time

A regular full-time 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

The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the parties.

A regular part-time employee is any person employed on a continuing basis for less 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 time employed.
- b) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours normally worked in weeks not containing a holiday.
- c) Annual vacation entitlement shall be prorated 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.
- d) Part-time employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to work.
- e) Any employee not employed for more than twenty (20) hours of work per week will not be entitled to benefits as covered in 11.02, 11.03, 11.05, 11.06, 11.08, 11.10, 11.11 & 11.12 and will receive pay-in-lieu of benefits at the rate of six (6) percent of the gross earnings.

- f) Regular part-time employees will be eligible for the Employee Family Assistance Program (EFAP) if they so choose to pay the benefit premium.
- g) Regular part-time employees will be eligible for the Group Benefit Plan if they so choose to pay the benefit premium.

#### 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 Clause 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 Clause 10.01 shall not attain regular status during the duration of their temporary employment. Temporary employees hired under the provisions of Clause 10.03 (Pregnancy and Parental Leave) will attain regular status after three (3) months but the severance provisions of Clause 14.05 and Clause 17.05 will not be applicable.
- c) A temporary employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Clause 11.07.
- d) Temporary employees will be guaranteed not less than four (4) hours work on each day that they are scheduled to 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) A casual employee shall be entitled to a combined Statutory, Annual Holiday Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings. In addition, the Employer shall pay premium contributions in accordance with Clause 11.07.

5.06 The Employer or their Representative shall make known to the employees their duties and from whom they 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 Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03 The Employer shall recognize the 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 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.
- 6.06 Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Employer. While on leave the employee will continue to accrue seniority.
- 6.07 Leave of absence may be requested by an employee for the purpose of fulfilling responsibilities as a full-time elected officer of the Union renewable every electoral term. Such leave will not be unreasonably denied. The leave will be granted without pay and with seniority accumulation. Employees may choose to maintain any or all benefits provided they reimburse the Employer the total cost of the premiums for such coverage.
- 6.08 Union Leave

Employees elected or appointed to full time Union positions (excluding clerical staff) will be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Employer and the employee will continue to accrue seniority with the Employer during such period.

Employees on such leave will at their option continue to participate in all Employer welfare plans, provided the Union reimburses the Employer on a monthly basis for the cost of such premiums.

Employees on leave to work for the Union, on application to the Employer, will be re-employed by the Employer at the job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in their classification assuming they had never left the employment of the Employer.



## ARTICLE 7 – HOURS of WORK and OVERTIME

### 7.01 Regular Workday

A regular workday 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 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 away from or back to the regular workday 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. Permission will not be unreasonably withheld.*

### 7.04 The Employer shall specify the hours of work and the schedule of the hours to be worked, in writing, at the time of hire. The Employer will provide as much notice as possible, and in any event, will provide at minimum one weeks' notice of any change in hours of work or schedules. The time frame specified may be altered by mutual agreement between the Parties.

### 7.05 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 (½) hour. On occasion should an employee request an extended lunch break, this will not be unreasonably denied.*

### 7.06 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.

### 7.07 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 (200%) percent of the employee's prorated hourly rate.

### 7.08 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 (200%) percent of the employee's prorated hourly rate.

### 7.09 All employees requested to work overtime beyond the regular workday shall be allowed a one half (1/2) 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.

- 7.10 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.
- 7.11 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) days' 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 four (4) hours under regular overtime provisions. Work beyond the four (4) 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 7.09, shall be separate and apart from the above premium provisions.
- 7.12 Overtime shall be voluntary. Overtime shall first be offered to the employee who regularly performs the duties, then by seniority to those employees who are qualified and able to perform the duties.
- 7.13 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 to the overtime earnings.
- 7.14 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular workday or work week during which such sick leave occurred.

## ARTICLE 8 – STATUTORY HOLIDAYS

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

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Any other holiday recognized by the Employer shall be provided, without loss of pay, to employees working for the Employer. Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday, a Sunday, or an employee's regularly scheduled day off and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

8.02 In the event any of the holidays enumerated in the foregoing Clause 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

## ARTICLE 9 – ANNUAL VACATIONS

9.01

- a) Upon completion of twelve (12) months service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate 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 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.

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

9.03 For each 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.

9.04

<b>Years of Service</b>	<b>Vacation Days</b>	<b>Total Vacation Hours</b>
1 – 4	15 Days	97.5 Hours
5	20 Days	130 Hours
6	21 Days	136.5 Hours
7	22 Days	143 Hours
8	23 Days	149.5 Hours
9	24 Days	156 Hours
10	25 Days	162.5 Hours
11	26 Days	169 Hours
12	27 Days	175.5 Hours
13	28 Day	182 Hours
14	29 Days	188.5 Hours
15	30 Days	195 Hours

- 9.05 Payment for vacation entitlements outlined in Clause 9.03 above shall be:
- a) 21 and 22 days — eight (8%) percent of gross earnings or current wage rate, whichever is greater.
  - b) 23 to 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.
- 9.06 On December 31st of each year, regular and/or part-time employees shall receive a vacation bonus of two (2%) percent 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.
- 9.07 Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:
- Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected 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 (2nd) and subsequent period in order of seniority.
- 9.08 The Employer shall make available a vacation schedule by January 2nd and the employees shall indicate their vacation selection by March 15th and have such vacation confirmed by March 31st of each year.
- 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
- a) Effective January 1, 2004 all vacations must be taken within one (1) year of being earned. Requests to carry forward vacation for one additional year will not be unreasonably denied.
  - b) Vacation accumulated prior to January 1, 2004 shall be paid or used by mutual agreement between the employee and the Employer.

## ARTICLE 10 — LEAVE of ABSENCE

- 10.01 An employee may apply for, and where possible receive, up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing.

An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee or in a comparable position.

- 10.02 Bereavement Leave

In cases of death in the immediate family, i.e. husband, wife, common-law spouse (including same sex partner), 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, grandparents, grandchildren, spouse's grandparents or grandchildren an employee shall be granted up to three (3) working days leave of absence with full pay. 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 may be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

- 10.03 Pregnancy and Parental Leave

- a) For the purpose of this Clause, "spouse" includes common-law wife within the meaning of the Family Relations Act.
- b) Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act of BC. Such leave of absence may be extended by an additional six (6) months by mutual agreement upon application by the employee.
- c) Employees who have completed six (6) months of service shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing SEB-plans (Supplementary Employment Insurance Benefits.) Employees will receive full pay for the two (2) week waiting period and Supplementary Employment Insurance Benefit for a maximum of fifteen (15) weeks. If an employee does not apply or qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee was on maternity leave.
- d) An employee who resumes employment on the expiration of this leave of absence shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- e) Seniority shall accrue during pregnancy and parental leave.

#### 10.04 Leave for Medical/Dental Appointments

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

#### 10.05 Family Responsibility Leave

a) In the case of illness/injury of an immediate family member (including same sex partner), the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved to a maximum of five (5) working days\* per calendar year.

b) In the event of a serious illness or injury to a spouse (including same sex partner), dependent or non-dependent child or parent, the Employer will make a reasonable effort to provide appropriate time off not to exceed five (5) working days at any one time for the employee to make the necessary arrangements for the ongoing care of the ill/injured person. Satisfactory proof of the necessity of the employee's absence must be provided when requested. Such time off shall be deducted from the accumulated sick leave bank, to a maximum of 5 working days\* per calendar year.

\*a working day is as per the employee's regular working day.

#### 10.06 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. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed that of a typical workday for purposes of establishing the basic workday. Any time worked in the office in excess of the combined total of a typical workday, shall be considered overtime and paid as such.

#### 10.07 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either unpaid Leave of Absence or Sick Leave depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforced its harassment free work environment and not accept any discriminatory actions. There shall be no loss of service or seniority.

10.08 Domestic or Sexual Violence Leave

The Employer will grant a leave of absence to eligible employees who experience domestic or sexual violence. The terms and eligibility of the leave shall be those set out in the BC Employment Standards Act.

10.09 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive a maximum of five (5) days paid leave per year to provide emergency services when dispatched.



## ARTICLE 11 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

### 11.01 Sick Leave

- a) 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 up to a maximum of twenty-five (25) 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.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Employer from the employee's accumulative "sick leave". 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. "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 Medical Plan

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

### 11.03 Weekly Income Benefit

The Weekly Income Benefit (1-4-26 plan providing sixty-six and two-thirds (66 2/3%) percent of earnings when unable to work due to sickness or accident) shall be made available to all regular employees. The Employer shall pay the full premium cost for the employee's coverage under such plan. The Employer will continue to remit premiums for health and welfare benefits as required during periods on wage indemnity.

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

### 11.05 Dental Plan:

A Dental Plan shall be made available to regular employees. Premium costs for coverage shall be paid for by the Employer.

Coverage is:	Part A – Basic Services	—	one hundred percent (100%)
	Part B – Major Services	—	seventy-five percent (75%) Porcelain caps/crowns (2.1% cost to Employer to Part B rates)
	Part C - Orthodontics	—	fifty percent (50%) (Ortho coverage, with a \$3,500.00 lifetime limit)

11.06 Extended Health Benefit Plan:

An Extended Health Benefit Plan shall be made available to all regular full-time employees. This plan shall include an eyeglass option of six hundred and fifty dollars (\$650.00) every twenty-four (24) months, including dependents. Premium costs shall be fully paid by the Employer.

11.07 Pension Plan:

- a) Employer contributions to the Union Pension Plan shall be, effective December 31, 2019 – twelve (12%) of salary
- b) Hours on which payment shall be based are as follows:
  - Annual Vacation
  - Straight time hours worked
  - Statutory Holidays
  - Banked overtime hours if taken in pay
  - Straight time equivalent of overtime hours if not banked
  - Paid Sick Leave
- c) Contributions shall be made for all employees who are not covered by Employer's existing pension plans.
- d) All employees hired after January 13th, 1982, shall be enrolled in the Union's Pension Plan.
- e) The Employer shall make payment to the Trustees of the Union's 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 Union.
- f) The Union will send a copy of the annual statement of the Pension Plan to the Secretary Treasurer of the International Association of Machinists and Aerospace Workers Northwest District 250, no later than one (1) month from the date of a written request by an Employer party to this Agreement.

11.08 Group Life Insurance:

The Employer shall pay the full cost of premiums into the Group Life Insurance Plan to provide sixty thousand dollars (\$60,000.00) for Life Insurance Coverage and Accidental Death and dismemberment benefits, reduced to fifty (50%) at age sixty-five (65) to a maximum of thirty thousand dollars (\$30,000.00).

11.09 E.I. Premium Rebate:

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

11.10 Benefit Plan Coverage:

Benefit plans shall include coverage for dependents based on Medical Services Plan eligibility rules, if required by a regular full-time employee or eligible regular part-time employee as per Clause 5.03.

11.11 Long Term Disability:

The Employee shall pay the full cost of premiums to provide a Long-Term Disability Plan (sixty-six and two-thirds percent [66 2/3%]) of wages to a maximum of forty-five hundred dollars (\$4,500.00) per month.

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

11.12 Employee Assistance Program:

a) Purpose

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

b) Nature of Program

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

c) Participation

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

d) Funding

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

11.13 Benefit Coverage:

The employer will ensure that all Employees will have continuity of their benefit coverage, both mandatory and voluntary, and will receive at minimum the same level of benefit coverage and terms and conditions that they currently receive at no additional cost to the employee. Any waiting period for coverage eligibility period shall adjoin the termination of one set of benefits, so that it is seamless. It is understood by the Parties that the employer may, at their option, change benefit carriers with notification to the Union.

## 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, classifications and salaries 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 19 of this Agreement.
- b) All job classification disputes which are not resolved may be referred to the Joint Advisory Committee prior to the arbitration procedure being brought into effect.
- 12.03 a) It is expressly understood and agreed that the wage scales, set out in Appendix "A" will establish the employees wage rate. 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.
- b) If it is the intention of the Employer to hire an employee whose duties fall outside the existing classifications contained in this Agreement, the Employer must notify the Union before hiring.
- 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 their 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 fulfils 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 Clause 12.06 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 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.
- 13.02
- a) 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.
  - b) An employee who leaves the bargaining unit and returns within six (6) months shall have their service and benefit restored.
- 13.03 An employee laid-off and placed on the recall list under Clause 14.05, 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 considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.
- 13.06 When on approved leave of absence on Union business under Clauses 6.06 and 6.07; sick leave and extended sick leave under Clauses 11.01 and 11.03, an employee will continue to accrue seniority. Employees granted extended leave of absence under Clause 10.01, will be credited with accumulative seniority as defined in Clause 13.07.
- 13.07 Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.
- 13.08 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## **ARTICLE 14 – JOB POSTINGS, 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, salary range, and closing date. No further applications will be received after the close of the job posting.

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 job posting shall be notified, in writing, of receipt of their application and whether they have been successful in receiving the new job.

- 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 as soon as possible and no reduction of staff shall occur until such a meeting has taken place. Once the Employer has met with the Union the following procedure shall be adopted:

1. The employee with the least amount of seniority in any classification will be the first laid-off from that job;
  - a. The laid off employee may elect placement rights into any vacancy in her former job classification or into a vacancy of a similar classification for which the employee is qualified; or
  - b. They may displace an employee in the same or lower category with the least seniority in the category, providing they have the qualifications to satisfactorily perform the job and have greater seniority.
  - c. Employees who are displaced from their jobs, as a result of such bump-back procedure, shall have the right to the placement provisions as noted in (b) above or to displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

#### 14.04 Notice of Lay-off

All regular employees shall be given in writing the following notice of lay-off or salary in lieu of notice:

- a) Two (2) weeks' notice where the employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of ten (10) weeks' notice.
- c) In the event of office closure, Clause 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 or regular 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. Any employee so affected may choose to terminate their employment at any time during the recall period and receive severance pay in the amount of one (1) week for each year of service to a maximum of twelve (12) weeks.

#### 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 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 having to give notice to another Employer shall be deemed as having 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, and 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 the employee 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 lay-off period.



## ARTICLE 15 – GENERAL

- 15.01 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.
- 15.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 15.03 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.

Final production of the above work and all data base updating is acknowledged to be the jurisdiction of the Bargaining Unit employees.

The Parties further agree that the bargaining unit may be asked on occasion to preform work on behalf of the affiliated Local Lodges, but such work shall not constitute past practice.

- 15.04 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.)

- 15.05 The Union shall prepare and print the Collective Agreement.

- 15.06 Tuition Fees:

The Employer agrees to pay tuition fees for continuing education courses as follows:

- a) Employer initiated – 100% of course fees upon successful completion of course.
- b) Employee initiated – 50% of course fees upon successful completion.

Courses must be employment-related and approved, in writing, by the Employer in advance.

- 15.07 An employee appointed to a government Board or Agency, such as the Board of Referees of the Employment Insurance Commission, shall be granted leave without pay to perform the functions on the Board or Agency. The employee may however use a vacation day or a day off from any other entitlement, such as banked overtime. This request shall not be reasonably denied.
- 15.08 Upon request an employee shall be entitled to review and receive a copy of their personnel file annually and in the event of a grievance. Upon written authorization of the employee, a Union Representative shall be entitled to read and review and employee's personnel file. Upon request, the Union Representative shall be given copies of all disciplinary documents. Disciplinary action shall be removed from an employee's file after 12 months for verbal or written warnings, and after 24 months for a suspension provided the employee has been discipline free for the respective 12 or 24 month period.

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

15.09 Joint Labour Management Committee

The Employer and the Union shall form a Joint Labour Management Committee (JLMC) which shall meet at the request of either party, for the purpose of discussing and making recommendations to the Parties on issues relating to the workplace that affect the Parties or any employee bound by this agreement. Any time loss will be borne by the respective bodies.

The purpose of the JLMC is to promote the cooperative resolution of workplace issues as well as other related matters that may be referred to it by the Parties.

15.10

The Employer will reimburse the cost of the training for an employee who successfully completes and passes a recognized Level 1 first aid training certification course. Prior approval of training must be obtained and upon successful completion a monthly premium of \$50.00 will be paid to the holder of a valid Level 1 first aid training certification.

## ARTICLE 16 – DISCHARGE AND TERMINATION

- 16.01 It is hereby agreed that the Employer has the right to discipline or 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, at the time of the discipline or discharge clearly establishing the reason for such discipline or discharge.
- 16.02 If an employee resigns without giving two (2) weeks' written notice, such employee shall forfeit all welfare plan 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 their 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 Clause 16.01 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 becoming 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 for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Clause, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate.

17.04 A specified extension of the recall period, where recall is applied under Clause 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 because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be two (2) weeks per year of service to a maximum of twenty-four (24) weeks total severance payable. Severance pay shall be payable to an employee immediately upon termination.

### 17.06 Off Premises Equipment

The Employer agrees that no computer equipment shall be placed in an employee's residence.

## ARTICLE 18 – GRIEVANCES

Should an Employee have a complaint, the Employee and/or a Union Representative shall discuss the complaint with the appropriate immediate supervisor or manager. A Union Representative may discuss the complaint with other management personnel and/or employees as they may deem appropriate in the circumstances. Failing a resolution of an Employee's complaint, the matter may be initiated and processed as a grievance under this Article.

All grievances or disputes 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 grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3.

A Job Steward or Union Representative must be present at all disciplinary meetings with an employee and at all of the steps of the grievance procedure. Attendance of the Job Steward at such meetings and investigation of grievances will be without loss of pay.

STEP 1: The grievance shall be submitted, in writing, signed by the aggrieved employee, to the Job Steward, who will present such grievance or complaint to the Employer, who will give it prompt attention. In offices where there is no Job Steward, the grievance shall be presented, in writing, signed by the aggrieved employee, to the Union Representative, who will then take up the grievance as set forth in this Article. The employee may or may not be present as they may elect.

STEP 2: Any grievance must be filled within twenty-five (25) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved employee or in the nature of the grievance prevents such filing.

STEP 3: If no agreement can be reached on the grievance or dispute within ten (10) days from the date it was first presented by the Job Steward or Union Representative, following the written reply at step 2, the matter may then be referred to the Arbitration procedure outlined in Article 19 of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

## ARTICLE 19 – SINGLE ARBITRATOR

If a grievance or dispute is not settled pursuant to Article 18, it may then be referred to a Single Arbitrator or Alternative Dispute Resolution as follows:

### **Single Arbitrator:**

1. The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Step 3.
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 their 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 their 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.

4. Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

### **Alternative Dispute Resolution:**

Alternative Dispute Resolution is intended to provide a timely resolution with minimal formality. The terms are:

- a) Mutual agreement by both parties is required;
- b) Neither side shall be represented by in-house lawyers or lawyers hired for this purpose;
- c) Neither side will call witnesses except by mutual agreement;
- d) The adjudicator will be the first available for mutually agreeable date(s) from the following list:
  1. Julie Nichol
  2. Ken Saunders
  3. Dave McPhillips
  4. Or other adjudicator by mutual agreement between the parties;
- e) Every effort will be made to complete the hearing in one working day;
- f) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within ten (10) working days;

- g) Awards will be limited to the decision with a summary of the adjudicator's reasons;
- h) All alternate dispute resolution decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances;
- i) Each Party shall pay their own costs and expenses of the alternate dispute resolution and one-half (1/2) of the remuneration and disbursements or expenses of the adjudicator; and
- j) Should either Party wish to withdraw the grievance, prior to commencement, from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the adjudicator if one has been secured. In these circumstances, the Party opting out shall be responsible for any cancellation fees charged by the adjudicator.

## **ARTICLE 20 – TRAINING AND DEVELOPMENT**

The Employer and Union agree that the training and development of employees is important to the continued success of the organization. Training and development may include specific course training and different job assignments.

Both the Employer and the Union will promote the ongoing development of people. Both parties agree that it is essential for employees to have an employee performance discussion on an annual basis. During the dialogue between the manager and the person, each will have the opportunity to discuss work-related issues concerning job performance and objectives and plans for employee development over the next year. The constructive discussion would assist in identifying any training, job growth and promotional opportunities.

IAM & AW Northwest District 250's employee development philosophy is to provide cost-effective work-related training to employees, in order that they can increase competencies and provide better service for the membership.

Assignment of training will be by the Management, with the attempt to provide courses to employees on an equitable basis as needed. Management will discuss with each person their potential training needs.



## ARTICLE 21 – HEALTH AND SAFETY

21.01 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: 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.

21.02 Eye Examinations and VDT Eyewear:

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.
- (c) Employees who are far-sighted, or who wear bi-focals, may require a different pair of glasses/contact lenses with a focal point of 18 to 24 inches for working at a VDT. The cost of these should also be covered by the Employer up to a maximum of \$200 every two years.

21.03 Office Equipment:

The Employer will attempt to supply reasonable and adequate office equipment (to include workstations) and will consult with MoveUP employees prior to purchasing and introducing new or upgraded equipment for the office.

It shall be the Employer's responsibility to ensure that all office equipment meets all WCB and Federal Government safety standards.

The Employer shall provide instruction in the safe and proper usage of all office 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.

21.04

(a) The Parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illness that are work related.

(b) The Parties agree that any employee who feels they are at risk for a work-related repetitive strain injury may request the workplace Health and Safety Committee to complete an ergonomic assessment of their workstation as per WCB regulations.

(c) If an assessment is performed, and should modifications be required as a result of an assessment in (b) above, the Employer will make reasonable efforts to undertake such modifications.

## **ARTICLE 22 – SEXUAL AND/OR PERSONAL HARASSMENT IN THE WORKPLACE**

- 22.01 The Union and the Employer recognizes the right of employees to work in an environment free from bullying and harassment and shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- 22.02 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 or 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.
- 22.03 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.
- 22.04 Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that may affect an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

### Procedures:

- (i) An employee who wishes to pursue a concern arising from an alleged bullying and harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive of the Employer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer. An attempt to resolve the complaint by informing the alleged harasser and the complainant on a course of future conduct shall be made at this stage and/or proceed to Clause 22.03 (iii) herein.
- (ii) An alleged offender shall be given notice of the substance of such a complaint under this article and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this article.
- (iii) An employee who wishes to pursue a concern arising from an alleged sexual and/or personal harassment may submit a grievance directly to Step 2 of the grievance procedure. Incidents occurring prior to the twenty-five (25) working days identified as time limits for the filing of a grievance and incidents occurring subsequent to the filing of the grievance may be used as evidence to support the harassment allegation being grieved.

- (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 Employer may take interim measures to separate the employees concerned if deemed necessary.

## ARTICLE 23 – JOB SHARE

### Definition

Job share is defined as dividing all the functions of one regular position between two regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job shared with the approval of the Employer and the Union. The Employer is responsible for communicating the requirements of the job to both employees.

### 23.01 General

- (a) The Parties agree that all terms and conditions of the Collective Agreement that are in force and effect shall apply unless specifically altered herein.
- (b) Only regular employees are eligible to participate in job share arrangements unless otherwise mutually agreed by the Parties. This can include a regular employee hired to fill the balance of a job shared position.
- (c) A job share employee (other than a temporary employee as mutually agreed in 1(b) above), shall be classified as a regular part-time employee.
- (d) Overtime premiums will be paid to each job share partner who works longer than the regular workday hours in a day or the hours in a regular work week. A job share partner may work additional hours for the Employer beyond their normal job share schedule at the appropriate rate for the work and at straight time pay up to the hours of a regular workday or the hours in a regular work week.
- (e) All job share employees must meet the qualifications of the position to be job shared.
- (f) The position identified for job share must be held by one of the current incumbent employees.
- (g) The regular position left vacant when two regular employees job share will be posted in accordance with the provisions of the Collective Agreement, except as outlined in the trial period in 23.03 below.
- (h) Job share arrangements shall be cost neutral (\*see Note) to the Employer.
- (i) Benefits, vacation and other length of service entitlements, seniority, statutory holidays and other perquisites shall be pro-rated.
- (j) Medical and other appointments will be scheduled on a job share employee's normal day off unless it is not possible such as a specialist appointment that cannot be rescheduled.

NOTE: The Employer understands, with the exception of Clause 23.01 (d) above, "Cost Neutral" means that there will be no additional cost in wages, benefits or other Collective Agreement costs incurred under this agreement.

### 23.02 Procedure

- (a) Regular employees wanting to job share may submit a proposal to the Employer for a job share arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed.
- (b) The Employer may also propose a job share arrangement, subject to agreement of the affected employees and Union.
- (c) Details which must be considered in the submission include:
  - 1. Which position will be job shared.
  - 2. Which functions within that job will be shared and which functions will be performed by only one partner.
  - 3. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
  - 4. Preferred work schedule of each partner and preferred start date.
  - 5. Other information required by the Employer.
- (d) For each job share arrangement, there must be a written understanding signed by each job share partner, the Employer and the Union.
- (e) Subject to operational efficiency, requests for job share shall not be unreasonably declined by the Employer.

### 23.03 Trial Period

- (a) In order to allow the parties a reasonable time to test the suitability of the individual job share arrangement, a six (6) consecutive calendar month trial period will be in effect at the beginning of each job share arrangement. Any temporary vacancy that is created may be filled without posting for the six (6) month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- (b) During the trial period, the Employer, the Union or either job share partner may terminate the job share with a minimum of thirty (30) days written notice.
- (c) In the event that the job share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects. If there is no previous position for an employee to return, they shall be laid off and placed on the recall list.

### 23.04 Job Share Conditions

- (a) Full-time regular employees who enter a job share arrangement shall change their status to regular part-time and be paid the rate for the job shared position. In the case of a demotion, there will be no blue circle or red circle salary treatment as a direct result of job share.

- (b) A job share arrangement will not invoke the provisions of Article 17 (Technological, Procedural Change).

#### 23.05 Job Share Partner Absence

- (a) Where an employee in a job share arrangement is temporarily absent from work for any reason, the Employer shall first offer the work to the remaining partner in the job share. In such instances, the extra hours worked, up to a maximum of the hours of a regular workday and the hours of a regular work week, will be paid at straight time rates.
- (b) The remaining partner will retain their status as a Regular part-time employee for the duration of the partner's absence. If the remaining partner declines to accept the extra hours the Employer may fill the vacancy with a Temporary employee.

#### 23.06 Filling a Job Share Vacancy

In the event one of the partners leaves the job share and where the parties agree the job share should continue, the vacancy will be dealt with as follows:

- (a) If no suitable partner can be found, the remaining partner will have the option of filling the position on a full-time basis.
- (b) If the remaining partner declines the option, s/he will be placed directly onto the recall list and the full-time position will be posted.

#### 23.07 Termination of a Job Share Arrangement

- (a) Individual job share arrangements may be terminated by the Employer with a minimum of sixty (60) days' notice.
- (b) If the Employer terminates the job share arrangement, the job share partners will revert back to their previous positions and conditions of employment, and any other employee displaced as a result will have access to the provisions of Article 14.
- (c) If one partner voluntarily leaves, the remaining partner will have the option of filling the vacant portion of the position without posting. If the remaining partner declines the option of filling the full-time position s/he will be placed directly onto the recall list and the full-time position will be posted.
- (d) If both job share partners agree to terminate the job share arrangement, the job share partners will revert to their previous positions and conditions of employment, and any other employee displaced as a result will be placed directly on the recall list without access to the provisions of Article 14.

**ARTICLE 24 – DURATION**

- 24.01 a) This Agreement will be in full force and effect on and after the 1st day of January, 2023, to and including the 31st day of December, 2025, 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 31st day of December, 2025, or sixty (60) days prior to the 31st of December, in any year subsequent thereto.
  - b) When such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.
- 24.02 It is mutually agreed by the Parties specifically to exclude from this Agreement the operation of Section 50(2) and (3) of the Labour Code of British Columbia Act.

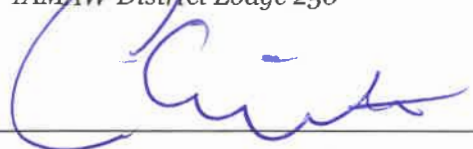
Signed at , BC                      This 4<sup>th</sup> Day of NOVEMBER, 2024

**SIGNED ON BEHALF OF THE EMPLOYER**

Party of the First Part;



Walter Gerlach, Directing Business Representative  
IAMAW District Lodge 250



Cheryl Semonovitch, Secretary Treasurer  
IAMAW District Lodge 250

**SIGNED ON BEHALF OF THE UNION**

Party of the Second Part;



Phil Borgen, Union Representative  
MoveUP



Janet Trudell, Job Steward  
MoveUP



Allison Hutchison, Job Steward  
MoveUP

E&OE

Pb/hb: usw2009

**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

*Wages shall increase January 1, 2023, 7.66%, January 1, 2024, January 1, 2025 as determined by the average of the percent increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the US Department of Labor Bureau of Labor Statistics and the Canadian Consumer Price Index as published by statistics Canada. (Language taken from the January 1, 2023, IAMAW Constitution)*

**CATEGORY 1**

*Office Assistant*

**CATEGORY 2**

Administrative Assistant 1

**CATEGORY 3**

Administrative Assistant 2

1. Regular part-time employees shall be subject to the regular employee wage progression scale.



**APPENDIX "A"**  
**CATEGORIES, CLASSIFICATIONS AND SALARIES**

<b>Effective January 1, 2023</b>		<b>7.66%</b>	
	<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1:</b>			
<u>Hourly</u>	<u>\$35.12</u>	<u>\$35.74</u>	<u>\$36.34</u>
<u>Casual/Temporary</u>	<u>\$36.34</u>		
<b>CATEGORY 2:</b>			
<u>Hourly</u>	<u>\$36.65</u>	<u>\$37.30</u>	<u>\$37.89</u>
<u>Casual/Temporary</u>	<u>\$37.89</u>		
<b>CATEGORY 3:</b>			
<u>Hourly</u>	<u>\$38.21</u>	<u>\$38.83</u>	<u>\$39.45</u>
<u>Casual/Temporary</u>	<u>\$39.45</u>		

<b>Effective January 1, 2024</b>		<b>3.68%</b>	
	<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1:</b>			
<u>Hourly</u>	<u>\$36.41</u>	<u>\$37.06</u>	<u>\$37.68</u>
<u>Casual/Temporary</u>	<u>\$37.68</u>		
<b>CATEGORY 2:</b>			
<u>Hourly</u>	<u>\$38.00</u>	<u>\$38.67</u>	<u>\$39.28</u>
<u>Casual/Temporary</u>	<u>\$39.28</u>		
<b>CATEGORY 3:</b>			
<u>Hourly</u>	<u>\$39.62</u>	<u>\$40.26</u>	<u>\$40.90</u>
<u>Casual/Temporary</u>	<u>\$40.90</u>		

<b>Effective January 1, 2025</b>		<b>% TBD</b>	
	<b>START</b>	<b>6 MTH</b>	<b>12 MTH</b>
<b>CATEGORY 1:</b>			
Hourly	<u>\$36.41</u>	<u>\$37.06</u>	<u>\$37.68</u>
Casual/Temporary	<u>\$37.68</u>		
<b>CATEGORY 2:</b>			
Hourly	<u>\$38.00</u>	<u>\$38.67</u>	<u>\$39.28</u>
Casual/Temporary	<u>\$39.28</u>		
<b>CATEGORY 3:</b>			
Hourly	<u>\$39.62</u>	<u>\$40.26</u>	<u>\$40.90</u>
Casual/Temporary	<u>\$40.90</u>		

## APPENDIX "B"

### JOB DESCRIPTIONS

#### CATEGORY 1 - Office Assistant

Employees in this category work under direct supervision, perform and are responsible for the following:

#### BASIC PURPOSE

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

#### DUTIES AND RESPONSIBILITIES

1. Performs a variety of basic clerical and support functions including answering telephones, stuffing envelopes, assisting with mail-outs, filing, and data entry as needed.
2. Lays out and types from rough draft or verbal instructions a variety of material including correspondence.

Note: Employees in this category are expected to perform data entry functions and may use spreadsheets for the data entry.

#### EQUIPMENT USED

- Photocopier, postage machine, folder, fax, personal or network computer, phone – switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

#### QUALIFICATIONS

- Grade 12 with 1-2 years office experience or equivalent.
- Word Processing.
- Demonstrates a positive attitude and has the ability to work as part of a Team.

## **CATEGORY 2 - Administrative Assistant 1**

Employees in this category perform a variety of office functions with or without supervision. Employees may perform duties ranging from a basic to intermediate level in the use of office applications. Exercises independent judgement and acts in a confidential manner.

### **BASIC PURPOSE**

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

### **DUTIES AND RESPONSIBILITIES, CAN PERFORM AND ASSIST IN THE DUTIES OF A CATEGORY 1 POSITION AND IN ADDITION TO:**

1. Lays out and types from rough draft or verbal instructions a variety of material including correspondence, reports, minutes of meetings and forms.
2. Performs various clerical duties including data entry, takes dictation, transcribes and operates typewriter/word processing machines.
3. Performs a variety of accounting functions including utilizing basic and intermediate office applications to produce statistical, mathematical or financial applications; basic bookkeeping, prepares invoices, receives dues and incoming cash, and maintains membership records, ensures member is in good standing, and maintains dispatch records.

### **EQUIPMENT USED**

- Photocopier, postage machine, folder, fax, personal or network computer, phone - switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

### **QUALIFICATIONS**

- Grade 12 or equivalent and dependent on the position and the needs of the office.
- 2 Years office experience and completion of a recognized secretarial program or successful completion of basic bookkeeping, or office systems, or word processing or formal data control training and one-year experience related to any of the programs noted above.
- Attention to detail.
- Demonstrates a positive attitude and has the ability to work as part of a Team.

### **CATEGORY 3 - Administrative Assistant 2**

Employees in this category perform at an advanced level in the use of office applications. Employees work independently, referring unusual problems/concerns to supervisor. Exercises independent judgement and acts in a confidential manner.

#### **BASIC PURPOSE**

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

#### **DUTIES AND RESPONSIBILITIES, CAN PERFORM AND ASSIST IN THE DUTIES OF A CATEGORY 2 POSITION AND IN ADDITION TO:**

1. Operates a personal computer (PC) to input, update, edit or analyze research information; prepares from draft a variety of reports, submissions, grievances, contract proposals, MOA's, Collective Agreements, media releases etc., for signature as appropriate. May perform advanced computer related functions to create and design elementary databases to process a variety of forms, communications, reports, statistics, and statements. This can include indexing, macros and mail merge, spreadsheets and tables and creates queries to extrapolate/manipulate data; also, graphics, basic desktop publishing and clipart methods for in-house or external printing.
2. Produces financial information/reports on membership dues, accounts payables/receivables, performs bookkeeping functions, monthly reconciliations, year-end financial statements; prepares accounting statements and performs some electronic banking.
3. Ensures adequate stock of office stationery and supplies including maintaining inventory of same.
4. Assists in the planning of events, general meetings, conferences, annual banquets; this may include arranging for meals, reserving meeting rooms, arranging for travel and accommodation which may include negotiating rates.

#### **EQUIPMENT USED**

Photocopier, postage machine, folder, fax, personal or network computer, phone-switchboard, printer, shredder, adding machine/calculator, typewriter, spiral binding machine.

#### **QUALIFICATIONS**

- Grade 12 or equivalent and three (3) years related experience or, depending on the position:
- successful completion of a recognized secretarial program and two (2) years related experience.
- successful completion of bookkeeping courses and two (2) years related experience.
- successful completion of office systems program and two (2) years related experience.
- successful completion of word processing courses and two (2) years related experience.
- Attention to detail.
- Demonstrates a positive attitude and has the ability to work as part of a Team.
- Ability to work independently and establish priorities.

**LETTER OF UNDERSTANDING No. 2**

**ARTICLE 7 – HOURS OF WORK and OVERTIME**

**BETWEEN: INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS NORTHWEST DISTRICT LODGE 250**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

The parties agree that notwithstanding clause 7.03 the Employer can, after giving thirty (30) days' notice to the Union and the Employees, implement a seven and one-half (7 1/2) hour regular workday and a thirty-seven and one-half (37 1/2) hour regular work week.

Thereafter the Collective Agreement will reflect as follows:

**ARTICLE 7 – HOURS OF WORK and OVERTIME**

**7.01 Regular Workday**

A regular workday shall consist of seven and one-half (7 1/2) 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-seven and one-half (37 1/2) hours worked between 8:00 a.m. Monday and 5:00 p.m. Friday.

**Signed at , BC This Day of , 2019**

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

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

*“Original copy signed”*

*“Original copy signed”*

*Walter Gerlach  
Directing Business  
Representative  
IAMAW District Lodge 250*

*Noel Gulbransen  
Union Representative  
MoveUP*

Originally ratified on August 22, 2014

**LETTER OF UNDERSTANDING No. 3**

**HEALTH CARE PREMIUM**

**BETWEEN: INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS NORTHWEST DISTRICT LODGE 250**

**AND: MoveUP - CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

Regular full-time permanent employees' will be paid a "Health Care Premium" monthly, that will be equal to the employees' monthly premium cost of the Long-Term Disability Income Benefit.

<b>Signed at</b> , BC	<b>This</b>	<b>Day of</b>	<b>, 2019</b>
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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;*

"Original copy signed"

"Original copy signed"

\_\_\_\_\_  
Walter Gerlach  
Directing Business  
Representative  
IAMAW District Lodge 250

\_\_\_\_\_  
Noel Gulbransen  
Union Representative  
MoveUP

Originally ratified on August 22, 2014

## LETTER OF UNDERSTANDING No. 4

**BETWEEN: INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS NORTHWEST DISTRICT LODGE 250**

**AND: MoveUP - CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

Apprenticeship Scale:

The parties agree that given the desire of the employer to have the ability to hire an individual and to train for the work performed in the office, much of which specific to the IAM &AW's own operating systems. There will be the opportunity to offer a three-year apprenticeship, to allow for the training required to reach the desired competency of a Category 3.

The apprentice will receive the appropriate wage scale for the given length of time served, as well as the Category of the work they are being asked to train in.

**Monthly Increments are as follows:**

<u>65%</u> <u>1<sup>st</sup> six</u>	<u>70%</u> <u>2<sup>nd</sup> six</u>	<u>75%</u> <u>3<sup>rd</sup> six</u>	<u>80%</u> <u>4<sup>th</sup> six</u>	<u>85%</u> <u>5<sup>th</sup> six</u>	<u>90%</u> <u>6<sup>th</sup> six</u>	<u>100%</u> <u>thereafter</u>
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Category 1

Hourly

Category 2

Hourly

Category 3

Hourly

Signed at , BC This 3<sup>rd</sup> Day of July , 2019

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

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

"Original copy signed"

"Original copy signed"

Walter Gerlach  
Directing Business  
Representative  
IAMAW District Lodge 250

Noel Gulbransen  
Union Representative  
MoveUP



**Resigned at , BC This 10<sup>th</sup> Day of July, 2023**

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

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

*“Original copy signed”*

*“Original copy signed”*

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*Walter Gerlach  
Directing Business Representative  
IAMAW District Lodge 250*

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*Phil Bargaen  
Union Representative  
MoveUP*

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