

**COLLECTIVE AGREEMENT**

**BETWEEN**

**B.C. FEDERATION OF LABOUR**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION**

**(UNITED STEELWORKERS)**

**(ON BEHALF OF LOCAL UNION 2009)**

**DECEMBER 1, 2017 – NOVEMBER 30, 2020**

## INDEX

<b>ARTICLE</b>	<b>PAGE</b>
1 Purpose	4
2 Bargaining Unit and Recognition	4
3 Union Security and Membership	5
4 Federation Rights	5
5 Union Representation	5
6 Discrimination/Harassment	6
7 Hours of Work and Overtime	7
8 Posting	8
9 Statutory Holidays	10
10 Annual Vacations	11
11 Leave of Absence	12
12 Sick Leave, Welfare and Pension Plans	16
13 Wages	20
14 Seniority	21
15 Layoff and Recall	22
16 Automobiles	22
17 General	24
18 Professional Development/Education	25
19 Discipline and Discharge	26
20 Grievance and Arbitration Procedure	27
21 Local Union Education Fund	30
22 Humanity Fund	30
23 Credit Card Use	30
24 Workplace Health & Safety	30
25 Duration and Retroactivity	33

## ADDENDUMS

### LETTERS OF UNDERSTANDING

	<u>PAGE</u>
Addendum A - Interpretation of Article 4 – Seniority, Section 1	34
Addendum B - Deferred Salary Leave Plan	35
Addendum C - Executive Director and Bargaining Unit Work	38
Addendum D - Occupational Health & Safety Centre	39
Addendum E - BC Federation of Labour Policies	40
Addendum F - Bargaining Unit	41
Addendum G - RTW/Accommodation Policy	42

Effective: December 1, 2017 – November 30, 2020

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019  
BETWEEN: **B.C. FEDERATION OF LABOUR**

*(Hereinafter referred to as the "Federation")*

PARTY OF THE FIRST PART

AND: **UNITED STEELWORKERS, LOCAL 2009**

*(Hereinafter referred to as the "Union")*

PARTY OF THE SECOND PART

---

## **ARTICLE 1 - PURPOSE**

### **Section 1**

The purpose of this agreement is to clearly define rates of pay and conditions of employment, to provide for an amicable method of settling differences that may arise, and to promote a harmonious relationship between the Federation and its employees.

### **Section 2**

The Parties shall form a Joint Labour Management Committee (JLMC) to promote the cooperative resolution of workplace issues. The JLMC shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the Parties.

## **ARTICLE 2 - BARGAINING UNIT AND RECOGNITION**

### **Section 1**

The bargaining unit covered by this agreement shall comprise of those non-clerical employees of the Federation not covered by **MoveUp**, (COPE Local 378) certification.

### **Section 2**

The **Federation** shall recognize the bargaining agent elected by the bargaining unit members as the exclusive bargaining agent for the unit.

### **Section 3**

The parties agree that the recognition granted by this Agreement shall have the same force and effect as a certification granted pursuant to the Labour Code of British Columbia.

## **ARTICLE 3 - UNION SECURITY AND MEMBERSHIP**

### **Section 1**

All employees shall maintain a Union membership as a condition of employment.

### **Section 2**

The Federation agrees to deduct the amount authorized as Union dues, initiation and/or assessments once per month, and to transmit monies so collected to the Union.

## **ARTICLE 4 - FEDERATION RIGHTS**

The bargaining unit members recognize the Federation's right to manage and direct the work force, and to discipline or discharge employees for just and reasonable cause subject to the Director's right to grieve such actions as provided in this agreement.

## **ARTICLE 5 - UNION REPRESENTATION**

### **Section 1**

The Federation shall recognize the Representative(s) selected by the bargaining unit members for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive Representative(s) of the bargaining unit members.

### **Section 2**

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement of its administration. The Union will obtain authorization from the Federation as to appropriate time for such contact before meeting the employees.

### **Section 3**

The Federation 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.

### **Section 4**

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 Federation and shall not be unreasonably withheld.

## **ARTICLE 6 - DISCRIMINATION/HARASSMENT**

### **Section 1**

The Federation does not condone and will not tolerate discrimination against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code. **Discrimination shall include violation of the principle of equal pay for work of equal value.** In addition, there shall be no discrimination on the basis of union activity.

### **Section 2**

**Workplace bullying and harassment includes engaging in a course of vexatious comment or conduct, against a worker in a workplace, that is known, or ought reasonably to be known, to be unwelcome. This includes comments or actions in the workplace, which negatively affect working relationships or productivity or create a poisoned work environment.**

**Workplace harassment includes psychological or personal harassment and bullying, as well as comments and conduct prohibited under the grounds stipulated in the BC Human Rights Code. Harassment may occur as one incident, or a series of incidents, involving unwelcome comments or conduct.**

### **Section 3**

The Federation recognizes common-law and same-sex family relationships, and agrees to provide all rights and benefits available under this Agreement to employees in common-law and same-sex relationships in the same manner as provided to employees in heterosexual legal marriages.

### **Section 4**

No person shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of harassment or sexual harassment.

### **Section 5**

- a) The procedure for resolving complaints of harassment or sexual harassment shall be as follows:
- b) Any complaint of harassment or sexual harassment shall be dealt with expeditiously and in strict confidence.
- c) The complainant and/or alleged offender, if a member of the Union, shall be accompanied by a representative of the Union or colleague at all meetings in this procedure.
- d) The complainant may choose to speak to or correspond directly with the alleged harasser in an attempt to resolve the matter.
- e) In the first instance attempts may be made to resolve the matter informally.

- f) **If the matter is not resolved through informal means, the matter will be referred to the Joint Health & Safety Committee who will ensure that the complaint is investigated.**
- g) **Investigation dates shall be set within ten (10) working days of the receipt of the complaint.**
- h) **Upon receipt of the complaint, the Federation shall notify the alleged harasser in writing of the complaint and provide notice of investigation.**

**The investigation shall be conducted by persons who shall have training and/or experience in investigating complaints of harassment, and as with any safety incident investigation, shall include a worker representative selected by the worker representatives on the Joint Health and Safety Committee and a Federation representative selected by the Federation. In selecting the investigator(s), consideration of sensitivity and understanding of equity issues will be a factor.**

#### **Section 6**

**The investigator shall be asked to provide both a report and recommendation to the Joint Health & Safety Committee. The report shall remain confidential.**

#### **Section 7**

- a) **The Investigator's report and non-disciplinary recommendations shall be implemented to the satisfaction of the JHSC. The complainant shall be informed in writing of the non-disciplinary recommendations and corrective actions taken.**
- b) **If the Federation determines that discipline is warranted, then the procedures in Articles 19 and 20 shall apply.**

### **ARTICLE 7 - HOURS OF WORK**

#### **Section 1**

**Due to the nature of the Federation's operation as a Union organization providing service to affiliates and its members, hours of work for employees covered by this Agreement shall be as required and not be defined, and therefore do not necessarily correspond to the normal administration hours of the operation of the Federation.**

#### **Section 2**

**In recognition that employees with undefined hours of work may work additional hours in the evenings and on weekends, employees covered by this Agreement shall be entitled to additional paid time off under a system of lieu days and other clauses under this Agreement as follows:**

- a) **Thirteen (13) days with pay per calendar year.**

- b) Employees may schedule lieu days off at their discretion, having regard to the demands of their work assignments and the day-to-day operating needs of the Federation. Employees will provide written notice to the Federation when scheduling those days.
- c) Employees will not schedule more than three (3) lieu days consecutively, and may schedule more consecutive lieu days with agreement from the **Federation**. Agreement to schedule more than three (3) consecutive lieu days will not be unreasonably denied.
- d) Employees will endeavour to take their lieu days on an ongoing basis, in the year they are accrued, however, where an employee is unable to take all of their lieu days, up to three (3) lieu days may be carried over into the following year, upon agreement of the Federation. Alternatively, at the end of the calendar year, the employee may take a payout for up to three (3) lieu days they have not been able to take in time off.
- e) In addition to lieu days specified above, employees will be entitled to have Christmas Eve Day through New Year's Day inclusive, off work with pay.
- f) An employee who becomes ill while on scheduled lieu day(s), shall be entitled to have the day(s) treated as sick and the lieu day(s) reinstated. The Federation may require medical verification of the employee's illness.

## **ARTICLE 8 - POSTING**

### **Section 1**

The **Federation** shall post all vacant permanent positions, term positions exceeding six (6) months or any new permanent positions, within seven (7) calendar days, with a copy of the job description for a minimum of fourteen (14) days. A copy of the posting and the job description shall be forwarded to the Union.

### **Section 2**

Pursuant to Article 3, Section 1, of this Agreement, the **Federation** and the Union agree that Term Employees are included in the bargaining unit.

- a) A term employee is a person who is hired to replace a permanent employee absent on vacation or other leave and/or for a specific project or temporary high volume work load relief.
- b) All term positions of greater than six (6) months shall be posted as per Article 8.
- c) A term employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the **Federation**.
- d) A term employee who attains permanent status shall have seniority credited from the first day of entry as an employee of the **Federation**.



- e) The parties agree that Article 14 (Seniority) and Article 15 (Layoff, Recall and Bumping) will not apply to persons employed as term employees, and they shall be considered terminated at the end of the term appointment. For purposes of Article 8, Term employees shall be considered internal applicants, though they will have no seniority.
- f) Term employees hired for a period of six (6) months or less shall be paid an additional fifteen percent (15%) of their normal monthly wage, in lieu of benefits listed in Article 12, Sections 1 c), d) & e), 2, 3, **5b), 6 and 9**. All other benefits and premiums of the Collective Agreement shall apply.

### Section 3

- a) If the **Federation** significantly changes a posted job description, it is understood that the revised qualifications shall be related to the duties and responsibilities of the position. Where a dispute arises between the Parties regarding whether the qualifications are related to the duties and responsibilities, the matter shall be dealt with through an expedited mediation/arbitration process pursuant to this Agreement.
- b) If the **Federation** significantly changes the job functions and duties of an existing permanent position, the **Federation** will consult with the Union and the incumbent about the changes prior to said changes being made.
- c) Where the **Federation** seeks to create a new position in the bargaining unit that is not a Director or Facilitator Coordinator position, the terms and conditions of employment will be subject to negotiations between the parties prior to the commencement of employment.

### Section 4

- a) The **Federation** agrees that all vacancies will be filled by internal applicants from within the bargaining unit.

The Union will be provided with a list of all internal job applicants once the posting is closed. It is understood that the **Federation** shall identify to all internal applicant(s) and to the Union, with agreement of the applicant, the reasons the applicant(s) were not successful in a job posting.

If there are no successful internal applicants then the **Federation** may recruit externally.

- b) In considering external applicants and term position hires, the **Federation** will be mindful of the need to reflect the diversity of the unionized labour movement when filling all vacant positions.

- c) **Vacancies Not Filled**

Vacancies not filled within sixty (60) days will be reported unless mutually extended.

- d) **Assignments** – An employee who is interested in assignment change(s) within their classification may submit an expression of interest to the **Federation**, which will be considered in the event of future assignment changes. Similarly, when the **Federation** is considering significant realignment of duties or assignments, they will let employees within the classification(s) know, so that they can identify their interests.

### **Section 3 - Casual Employees**

Pursuant to Article 3, Section 1, of this Agreement, the Federation and the Union agree that Casual Employees are included in the bargaining unit.

- a) **A Casual employee is a person hired to perform a specific daily task (ie: course facilitation) for a period of not more than thirty (30) consecutive days.**
- b) **Casual employees shall be paid their daily rate as defined in Article 13 for any days in which their travel and work time exceed four (4) hours. Days in which the travel and work time are less than four (4) hours shall be compensated as one half (1/2) of the daily rate.**
- c) **Casual employees shall not be entitled to benefits defined in Article 7, 9, 10, 11, 12 or 16 – except for Article 16, Section 1 b) 7.**
- d) **In lieu of Article 16 benefits, Casual employees shall be entitled to mileage expenses at a rate of \$.55 for every kilometer driven in the course of their employment with the Federation.**
- e) **Casual employees shall not accrue seniority, but shall be considered for any vacancies prior to an external hire.**
- f) **The Parties shall review the use of Casual employees on an annual basis, to assess whether more full time or term positions need to be created.**

### **ARTICLE 9 - STATUTORY HOLIDAYS**

#### **Section 1**

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

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

and any other day that may be stated a legal holiday by the provincial, and/or federal government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The **Federation** further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, 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 Federation and the employee.

## Section 2

In the event a holiday enumerated in the foregoing Section 1 occurs during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday

## ARTICLE 10 - ANNUAL VACATIONS

### Section 1

Subject to Article 13, Section 7, full-time employees shall receive annual vacation with pay as follows:

- a) Five (5) weeks in the first and second year of service;
- b) Six (6) weeks in the third through ninth year of service; and
- c) Commencing with their tenth year of service with the **Federation** (not previous affiliates), employees shall receive one (1) additional day of annual vacation with pay for each additional year of service, to a maximum of five (5) additional days.

### Section 2

Vacations may be taken at any time mutually convenient to the parties.

### Section 3

Vacation pay shall be at the regular weekly rate of wages.

### Section 4

Senior employees shall be given preference in the selection of vacation periods, provided the senior employee has submitted a request for vacation prior to March 31 of the vacation year.

### Section 5

Five (5) working days of vacation may be taken after six (6) months of employment and, if taken, shall be deducted from the vacation entitlement for that year.

### Section 6

Vacation periods approved by the **Federation** shall not be changed except by mutual agreement between the employee and the **Federation**, except in cases of emergency.

- a) In the event an emergency compels the **Federation** to cancel the vacation, the **Federation** shall reimburse any vacation expenses for which an employee may be liable *subject to the provision of receipts*.
- b) **Should the Federation approve work during an employee's Statutory holiday, scheduled vacation or lieu day(s), the employee will receive replacement vacation or lieu days for each day on which work was approved.**

## **Section 7**

Where an employee is disabled from employment, the employee will continue to accumulate vacation pay and entitlement according to this agreement, but will not accumulate more than one (1) year's entitlement prior to the end of one (1) continuous period of disability.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **Section 1**

Any employee may apply for, and where possible receive, up to one (1) year's unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the **Federation**, in writing.

### **Section 2 - Bereavement Leave**

- a) Upon request, an employee shall be granted up to five (5) working days leave of absence with pay in the event of the death of a relative or close friend.
- b) "Relative" is defined as the employee's spouse, child, parent, grandparent, grandchild, sister or brother, aunt or uncle, niece or nephew, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship.
- c) If, during a period of paid leave, an employee is bereaved in circumstances under which she/he is eligible for bereavement leave under this Article, she/he shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave for out-of-province travel associated with bereavement leave for the death of a relative.

### **Section 3 – Marriage Leave**

Upon request, an employee shall be granted three (3) days' leave for the employee's wedding.

### **Section 4 - Parental Leaves**

It is agreed that all benefits and conditions under this Section extend to maternity leave, for parental and adoption leave.

#### **a) Leaves of Absence**

- 1) Upon written request the employee will be granted leave of absence without pay for a period of not more than **eighteen (18)** months.
- 2) Where an employee suffers illness caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the sick leave clause of this Agreement.

- 3) On return from parental leave, an employee shall be placed in the former position or in a position of equal rank and equal pay.
- 4) The **Federation** shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the **Federation's** portion.
- 5) An adopting parent, shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave; **or how they shall split the leave between the two of them.**
- 6) An employee shall be deemed to have resigned if the employee does not return to work after the expiration of leave.

**b) Parental Allowance**

Employees who have completed one (1) year of employment and who are on leave under Section 4 (a) shall receive the following:

- 1) The employee shall apply for and be eligible to receive benefits pursuant to **the** Employment Insurance Act.
- 2) The allowance, during the **waiting period** not covered by Employment Insurance benefits, shall be 93 percent of regular salary.
- 3) The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits **available for the standard parental leave** and all other earnings shall not exceed ninety-three percent (93%) of employees' normal weekly earnings. **If the employee has opted for the extended parental leave, the aggregate amount the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.**
- 4) If the employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Agreement and remain in the employ of the **Federation** for a period of at least six (6) months, the **Federation** may recover monies paid under this Section.
- 5) The **Federation** shall continue to pay the Federation's RRSP contributions, based upon the employee's regular salary, if not enrolled in the Pension Plan, for the first twelve (12) months of leave.
- 6) If the employee is a participant in the MPP, and elects to continue to buy back their service for the period of the leave, the **Federation** will pay the Federation's portion of the pension contributions (per Article 12, Sec 8 (c) for the amount of service the employee elects to buy back.

- 7) Vacation entitlement shall continue to accrue while an employee is on leave for **up to seventy-six (76) weeks**. Vacation earned pursuant to this clause may be carried over to the following year.

### **Section 5 - Special Leave**

When a serious household or domestic emergency arises, including illness or injury of a child or parent, regardless of their residence, or any person who resides with the employee, and when no one at the employee's home other than the employee can provide care for the child, parent or person, the employee may take up to two (2) days paid leave at any one time. In the event that the household emergency or illness or injury extends beyond two (2) days, the leave with pay will be extended for up to one week unless it is unreasonable to do so.

### **Section 6 - Secondment Leave**

- a) Where an employee is selected for and accepts a secondment to another organization, the employee may be granted a leave of absence to cover the period of the secondment by mutual agreement.
- b) Where the length of the secondment is expected to extend beyond a six (6) month period, the secondment leave will require the mutual agreement of the Federation and the Union.
- c) The employee shall remain an employee of the Federation for the period of the secondment leave and upon return to the Federation after the expiration of secondment leave shall retain the seniority accrued prior to the leave, and shall continue to accrue seniority for the period of the leave.
- d) An employee's entitlement to benefits under this Agreement shall continue for the period of the secondment leave. Reimbursement from the organization to which the employee is seconded for wage or benefit expenses is the responsibility of the Federation.
- e) For purposes of this section, "organization" means an affiliated Union, provincial or federal government, government agency or Crown Corporation, any organization within the house of Labour and any other entity as may be mutually agreed.

### **Section 7 – Compassionate Care Leave**

Employees who have completed the initial probation period and have qualified for compassionate leave under the Employment Standards Act shall receive an allowance in accordance with the following once in any 12-month period:

- 1) The employee shall apply for and be eligible to receive benefits pursuant to Section 22, Employment Insurance Act, 1996.
- 2) The allowance, during the two-week waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.

- 3) The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed ninety-three percent (93%) of employees' normal weekly earnings.

### **Section 8 – Jury Duty**

An employee summoned to Jury Duty or to serve as a witness shall be paid wages amounting to the difference between the amount paid to them for Jury Duty or witness service and the amount they would have earned, had they worked on such days. Employees on Jury Duty or witness service shall furnish the Federation with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time.

### **Section 9 – Political Leave**

The parties recognize the importance of engaging in all levels of government in order to further the purposes of the Federation. The **Federation** shall therefore grant unpaid leave to employees to seek nomination or election to office, provided the employee is affiliated with a Labour endorsed party, or is otherwise endorsed by the Labour movement. Such leave shall cover the period of an election campaign, and one week subsequent, if not elected. If elected, the leave shall be for a **minimum of one term of office**. **Leave may be extended by mutual agreement between the parties.**

### **Section 10 – Union Leave**

The Parties recognize the importance of Union activism and leadership. Therefore, should an employee be successful in an election to leadership within the United Steelworkers, the employee shall be entitled to unpaid leave of absence **for a minimum of one term of office**. **Leave may be extended by mutual agreement between the parties.**

### **Section 11 – Employment Deemed Continuous**

Except as otherwise provided in this Article, the employment of an employee who is on leave under Article 11 shall be deemed to be continuous for purposes of annual vacation entitlement, pension plan (unless otherwise prevented by the MPP rules) or RRSP, seniority, wage increases, medical or other benefits that the employee would have been entitled to had the leave not been taken.

### **Section 12 – Leave for Personal Effects of Domestic or Sexual Violence**

**The Federation agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Federation and the Union agree that all employees have the right to a work environment free of and safe from domestic and/or sexual violence, which may involve physical, psychological, economic violence or stalking.**

**The Federation shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.**

1. In each calendar year, the Federation shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to ten (10) days.
2. The employee is entitled to up to an additional three (3) months of unpaid leave;
3. The employee and the Federation will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety;
4. The Federation, jointly with the Joint Health and Safety Committee, will develop workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
5. The Federation will direct affected employees to appropriate counseling and support services;
6. The Federation will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
7. The Federation will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations; and
8. The Federation will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.
9. *Employee Assistance Plan* - The Federation's Employee Assistance Plan (EAP) shall include professionals trained specifically in intimate partner violence and its potential impact on work performance.

## **ARTICLE 12 - SICK LEAVE, WELFARE AND PENSION PLANS**

### **Section 1 - Sick Leave**

- a) The Federation will allow three (3) working days per month sick leave with full pay, which may be accumulated from month to month and year to year up to fifty-one (51) actual working days. An employee with fifty-one (51) days of accumulated sick leave will continue to accumulate two (2) days per month sick leave with full pay to a maximum of eighty (80) actual working days. **The Federation will provide updated sick leave accruals to employees annually and immediately following any time sick leave is taken.**
- b) If requested by the Federation, a doctor's certificate must be supplied by the Employee in respect of any illness extending beyond three (3) working days.



- c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Short Term Disability Plan shall be paid by the Federation from the employee's accumulative "sick leave".

A claim for benefits must be made under the Short Term Disability for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Short Term Disability Plan. Sick leave shall not accumulate while an employee is absent because of a disability.

- d) An employee on sick leave, weekly indemnity or long-term disability for a period of more than one year shall have vacation entitlement capped at one year.
- e) The employment of an employee who is on sick leave under Article 12 shall be deemed to be continuous for purposes of annual vacation entitlement (as per Article 10, Section 7), RRSP (up to four months consecutively), pension plan (at the employee's option, up to four months consecutively), seniority, wage increases, medical or other benefits that the employee would have been entitled to had the employee not **been** off on sick leave.

## **Section 2 - Medical, Dental, Extended Health and EFAP Benefits**

Commencing the initial date of employment, the **Federation** shall provide and pay the total cost of providing benefits for all full-time **permanent** employees and their **dependents** as follows:

- a) Medical Services Plan of B.C.
- b) Extended Health and Dental Plans that have at a minimum the same benefits as contained in the plan booklet(s) in effect June 1, 2015 with Pacific Blue Cross.
- c) The cost of annual eye examinations upon submission of appropriate receipts for reimbursement;
- d) The terms of the Pacific Blue Cross plan and the Pacific Blue Cross dental plan shall be provided to all employees.
- e) **The Federation shall provide an Employee Family Assistance Program to all permanent employees and their dependents and will make information available to employees on a confidential basis regarding the EFAP program and access to EFAP services.**
- f) **The Federation will establish a joint committee to annually review the EFAP program including content, efficacy of the program and satisfaction with the provider.**

### **Section 3 - Wage Indemnity and Long-Term Disability Benefits**

- a) The Federation shall provide and pay all costs of providing all permanent employees with Short Term Disability benefits when the employee is unable to work due to sickness or accident. Following a twenty-nine (29) day waiting period, Short Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the employees regular weekly earnings for a period of fifty-two (52) weeks, inclusive of the twenty-nine (29) day waiting period.
- b) An employee in receipt of Short Term Disability benefits, shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between regular salary and Short Term Disability payments.
- c) The Federation shall provide and pay all costs of providing full-time regular employees with Long-Term Disability benefits when the employee is unable to work due to sickness or accident. Long Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the employee's regular monthly earnings following a 365 day waiting period.
- d) The terms of the plan for Short Term and Long-Term Disability benefits shall be provided to all employees.
- e) The employment of an employee who is on leave under Article 12, Section 3, shall be deemed to be continuous for purposes of annual vacation entitlement and pay (as per Article 10, Section 7), seniority, wage increases, medical or any other benefits that the employee would have been entitled to had the leave not been taken.
- f) While on Short Term Disability benefits, the Federation will continue to pay the RRSP contributions or the Federation contributions to the pension plan, should the employee continue paying their contributions, for up to four (4) months consecutively.
- g) While on Long Term Disability benefits, an employee will be credited with pensionable service by the Municipal Pension Plan.

### **Section 4 – WCB Top Up**

**An employee who is in receipt of WCB temporary wage loss benefits shall receive a top-up to their regular salary from the Federation for the entire period of their temporary disability. In order to continue receiving their regular salary, the employee shall assign their compensation cheques to the Federation. In return, the Federation shall indicate the amount received from the WCB on the employee's income tax (T-4) form. Pending a decision on a claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.**

### **Section 5 - Pension Plan**

- a) The Federation agrees to pay the employees' contribution to the Canada Pension Plan;
- b) For employees not enrolled in the Pension Plan:

- (i) The Federation will deposit into an RRSP, 12.25 percent of the employees' earnings to the maximum allowable annual contribution under the Income Tax Act;
- (ii) Employees are not entitled to draw the equivalent contribution amount as wages instead of having the contribution placed in the RRSP;
- (iii) Funds deposited into the RRSP shall remain in an RRSP as long as the employee is in the employ of the Federation;
- (iv) Employees will provide, upon request, an annual statement of the RRSP account to the Federation.

#### **Section 6 - Group Life Insurance**

- a) A Group Life Insurance Plan shall be made available to all employees to provide two times the annual salary for life insurance and accidental death and dismemberment benefits. The Federation shall pay the full cost of premiums.
- b) The terms of the plan for Group Life Insurance benefits shall be set out in the Great West Life Group Benefit Plan booklet – Executives of the Federation.

#### **Section 7 - Employment Insurance**

The Federation shall pay all costs of providing benefit coverage under the Employment Insurance Act for all employees.

#### **Section 8 - Responsibility for Benefits**

There will be no change in plan carriers without the mutual agreement of the Federation and the Union.

Where a carrier is unable to continue to provide the benefits as outlined in this agreement, and where an alternative carrier cannot be found, the parties agree to discuss the issue and come to a mutually agreeable solution.

The Federation shall ensure the Short Term Disability Plan and the Long Term Disability Plan are approved plans pursuant to the requirements of the Municipal Pension Plan.

#### **Section 9 – Municipal Pension Plan**

- a) All permanent employees hired after July 1, 2011 are automatically enrolled in the Municipal Pension Plan (MPP).
- b) Permanent employees on staff prior to July 1, 2011 and who chose not to participate in the MPP will continue to receive RRSP payments as described in Article 12, Section 4, b), c), d), e), and f).

- c) The Federation's contribution to the MPP will come from the 12.25% that Employees previously received as RRSP. Employees will be responsible for their contribution to the MPP. Any unused portion of the 12.25% that is not required as the Federation's contribution to the MPP will be used to offset the Employee's contribution. The Federation is responsible for its' portion of any increases to MPP contributions in excess of 12.25% and the Employees are responsible for their portion of any increases to MPP contributions.
- d) Any increases to the Federation's MPP contribution in excess of 12.25% will also apply to the RRSP amount for those employees who chose not to participate in the MPP.

**ARTICLE 13 - WAGES**

**Section 1**

Salaries will be increased to achieve bi-weekly pay as follows:

	<u>1-Dec-16</u>	<u>1-Dec-17</u>	<u>1-Dec-18</u>	<u>1-Dec-19</u>
Director	\$ 3,657.07	\$ 3,730.21	\$ 3,804.82	\$ 3,880.91
Coordinator	\$ 3291.36	\$ 3,415.00	\$ 3,483.30	\$ 3,552.97
Facilitator		\$ 2,900.00	\$ 2958.00	\$ 3017.16
Presenter		\$ 2,000.00	\$ 2,040.00	\$ 2,080.80

Casual Employees shall be paid a daily rate as follows:

	<u>1-Dec-16</u>	<u>1-Dec-17</u>	<u>1-Dec-18</u>	<u>1-Dec-19</u>
Casual Facilitator		\$ 400.00	\$ 410.00	\$ 420.00
Casual Presenter		\$200.00	\$205.00	\$210.00

**Section 2**

When the Federation is seeking to hire a part-time employee, the Parties agree that they shall meet to develop terms specific to the position.

**Section 3**

When the Federation is seeking to utilize employees that are seconded from another organization, the Parties agree that they shall meet to develop terms specific to the individual secondment.

## **ARTICLE 14 - SENIORITY**

### **Section 1**

Seniority shall mean length of continuous service with the Federation and its predecessors, as a Union member.

### **Section 2**

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

### **Section 3**

An employee laid off shall be placed on a recall list and will be credited with unbroken seniority upon recall.

### **Section 4**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Federation.

### **Section 5**

When on any approved leave of absence, including Union business, sick leave, STD or LTD, an employee will continue to accrue seniority

### **Section 6**

Seniority lists, including phone numbers and addresses, will be made available by the Federation at such times as may be required for the administration of this Agreement, and not less than once per year.

### **Section 7**

The past full-time service with Federation affiliates by new employees will be counted as time served with the Federation for the purpose of calculating vacation entitlement and other benefits.

## ARTICLE 15 - LAYOFF AND RECALL

### Section 1

Employees shall receive one (1) week notice per year of service of any impending layoff, or be paid in lieu of said notice. Regardless of years of service, notice or pay in lieu shall be a minimum of four (4) weeks, and a maximum of twelve (12) weeks.

### Section 2

Order of layoff shall be in reverse order of seniority. For purposes of Article 15, OH&S Centre employees shall have a separate seniority list. Practically, this means that laid-off OH&S Centre staff will not have bumping rights over non-centre staff, and staff outside the Centre shall not have bumping rights into the Centre.

### Section 3

Employees laid off shall be placed on a recall list and shall be recalled, in order of seniority, to any vacancy for which the employee is qualified.

### Section 4

Notice of recall to an employee who has been laid off shall be made by registered mail. The employee must respond to such notice within the (10) days of receiving it.

## ARTICLE 16 - AUTOMOBILES

### Section 1

#### a) Salary Diferential

1. A Salary Differential will be provided to each eligible employee as per Article 16 – Automobiles, Section 1 (a), (2).
2. The Salary Differential payable to each eligible employee shall b **\$1000.00** monthly, paid bi-weekly.
3. Any general increase provided for under Article 13 – Wages shall not increase the rate payable as Salary Differential.
4. Any absence from work, other than vacation, **WCB, pregnancy or parental leave**, that exceeds four (4) continuous months shall result in the discontinuation of the Salary Differential pay until the employee returns to work. **For WCB, pregnancy or parental leave, the Salary Differential shall be paid to a maximum of twelve (12) months leave.**
5. Salary Differential shall be treated as pensionable income under the Collective Agreement and the applicable pension plans for each eligible employee.

6. For the purpose of pension calculation the Salary Differential shall be added to the base rate under Article 13 – Wages. Salary Differential shall not form part of the salary calculation except for pension purposes. In addition, Salary Differential shall form part of the salary calculation for purposes of Short or Long Term Disability premiums.
7. A Canada Customs Revenue Agency (CCRA) T2200E Form shall be issued annually to each employee receiving the Salary Differential. This form shall designate that the employee was required to use their vehicle for work.
8. The USW or its members shall not negotiate a car allowance back in to the Collective Agreement as long as the Salary Differential is provided.

b) **Automobile Requirement**

1. Employees shall provide their own automobile insurance, **classified for business use, with five million dollar (\$5,000,000.00) third party liability.**
2. Employees receiving a Salary Differential shall be required as a condition of employment to have a vehicle for use in Federation related business.
3. The vehicle shall be in good condition and be no more than **ten (10) years old** except as otherwise mutually agreed.
4. Automobile benefits (except for Salary Differential) cease after two (2) months of continuous absence on sick leave.
5. All vehicles shall be union built in North America.
6. All vehicles shall be well maintained and kept in clean and reasonable condition.
7. **Should an employee be in an accident or should their vehicle suffer damage due to vandalism or an act of nature in the course of employment, the Federation will pay the ICBC deductible to a maximum of \$300.00.**
8. **The Federation will provide a one-time incentive to encourage employees to purchase hybrid and/or electric vehicles. If an employee purchases a hybrid or electric vehicle, the Federation will provide a \$2000.00 reimbursement, and, if requested, will provide an additional \$2000.00 interest-free loan.**

c) **Operating Expenses**

1. The Federation shall pay for **fuel**, oil, lubrication and car washes. Employees shall be responsible for all other supplies and maintenance expenses. Employees shall be responsible for fuel costs for use by family members and for personal use outside the Province of British Columbia.
2. Each employee shall receive \$50.00 per month to cover maintenance and repair costs not included in (1).

## **ARTICLE 17 - GENERAL**

### **Section 1**

Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

### **Section 2**

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.

### **Section 3**

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

### **Section 4**

Payment for all expenses shall be on a receiptable and/or vouchered basis. In-town expenses may include reasonable representation and/or hospitality expenses incurred at the Directors' discretion.

### **Section 5**

The **Federation** shall not require any employee to cross or work behind any picket line, to handle struck goods, or to perform struck work.

### **Section 6 - Childcare**

- a) The **Federation** will reimburse employees for reasonable, receipted childcare expenses in accordance with the following when:
  - i) Employees are directed to attend meetings in evenings or on regular days off; or
  - ii) Employees are assigned overnight outside the Greater Vancouver area;and
  - i) No one in the employee's home (e.g. spouse, parent, partner responsible or non-dependent child) is able to care for the child; or
  - ii) In the case of separated parents, the other parent is not caring for the child;
- b) Only childcare expenses outside of those normally incurred will be reimbursed.



- c) **The Federation will reimburse employees for reasonable child care expenses when an employee is required to travel for work and must bring their child e.g. nursing, to address special needs of the child. This may include reasonable travel and accommodation expenses for another family member to travel with the employee or child care expenses at the work destination.**

### **Section 7 – Accommodations**

Employees will be provided with single-room accommodations while away from home on **Federation** business, where possible. When this is not possible, or when an employee elects to use alternative accommodations, they shall be provided with a sixty dollar (\$60.00) per day allowance, in addition to any meal or other expenses.

### **Section 8 – Incidentals**

Employees working away from home for overnight periods shall receive an additional per diem of fifteen dollars (\$15.00) per day to cover unreceiptable incidentals such as tipping for housekeeping or valet services, coffee, etc. This will be in addition to other per diems included in this Agreement or other **Federation** policies.

## **ARTICLE 18 - PROFESSIONAL DEVELOPMENT/EDUCATION**

### **Section 1**

The **Federation** and Union recognize the value of training and skills upgrading. Where the **Federation** and an employee mutually agree that a training course, conference or similar event is of benefit to both, the **Federation** shall bear the costs of tuition, supplies and reasonable related expenses, but no additional wage compensation shall be payable.

### **Section 2**

The **Federation** agrees, where practical and beneficial to the Federation, to provide funding for education, training and staff development.

### **Section 3**

The **Federation** will provide reasonable orientation, familiarization, and training if necessary, so employees can stay up-to-date and current in their jobs.

### **Section 4**

Employment of employees on Profession Development/Education will be considered as continuous time at work.

## ARTICLE 19 - DISCIPLINE AND DISCHARGE

### Section 1 - Justice and Dignity

- a) There will be no dismissal or discipline except for just and reasonable cause. In any case when the **Federation** has a meeting with an employee where any discipline or possible disciplinary issue is raised, the employee shall have the right to have a Shop Steward or Union Representative present.
- b) **Where an employee is under investigation by the Federation for any cause, the employee and the Union shall be advised of that fact, and the date of the investigation meeting(s) immediately. Meetings for such investigations should be held in a timely manner. In advance of that meeting, the employee and the Union shall be advised of the particulars of any allegations, except in circumstances where such advisement may jeopardize the investigation.**
- c) **Where an employee is being interviewed as part of an investigation of another employee, they shall have informed Union representation present in the meeting.**
- d) An employee whom the **Federation** suspends or discharges or whom it contends has lost **their** seniority under Sections of this Agreement shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.
- e) The employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if the alleged cause for suspension, discharge or termination presents a danger due to **threat of violence**, theft or concerted refusal to perform their assigned work.
- f) Grievances involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure **referred to in Article 20** unless the **Parties** mutually agree otherwise. If the arbitrator upholds the suspension or discharge or break in service of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.
- g) The above references to suspensions, discharges and terminations are examples and are not intended to be all-inclusive but indicate how the various types of issues will be handled.

### Section 2 - Reinstatement

If a suspension or discharge should be revoked by the **Federation** or not sustained in arbitration proceedings, the **Federation** reinstate the employee without loss of seniority or accredited service and she/he will be made whole. A lesser settlement may be agreed to by the employee, grievance committee and an Officer of the **Federation**.

### **Section 3 - Notification**

In all cases of suspension, the **Federation** will notify the Union's Representative immediately if possible, but no later than the next day. Failure to notify will not invalidate the action taken if the Federation has made every reasonable effort to comply with this Section.

### **Section 4 - Discipline Records**

Copies of disciplinary write-ups will be promptly given to the employee involved in the action and the Union's Representative. All disciplinary write-ups, except those involving suspensions of six (6) days or more will be removed from the employee's personnel history folder after a period of one (1) year from the date of issuance of such discipline and thereafter shall not be relied upon for any purpose, by either party, excepting as may be necessary for processing and handling of complaints or charges filed outside of this Agreement.

### **Section 5 - Probation Period**

- a) The Federation shall require a new employee to serve a probation period not exceeding 90 days, in order to evaluate a new employee's performance and suitability to the job.
- b) Reasonable effort will be made to assist new employees to meet performance expectations. In the event that problems or concerns arise during this probationary period, every effort must be made to discuss and resolve them promptly.
- c) In the event of dismissal, a probationary employee will not be entitled to be retained at or returned to active work during a grievance resolution process as provided under Section 1 of this Article, however, a probationary employee will be entitled to all other rights and benefits under this collective agreement.

## **ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1 - Informal**

Any difference concerning the employment relationship shall be considered a grievance and be subject to the provisions of this Article. **Failure of either Party to meet time limits, without mutual consent, will permit the other Party to proceed to the next step. Agreement to extend time limits shall not be unreasonably withheld.**

### **Section 2**

The parties shall meet promptly to attempt to settle any grievance **informally**.

### **Section 3 – Step One**

- a) **Any grievance not settled informally shall be submitted in writing within 30 days of the action or circumstance giving rise to the grievance. Union grievances shall be presented to the Federation President or designate, and Federation grievances shall be presented to the Local Union President or designate.**

- b) A written grievance becomes the property of the Parties, and the Federation will not enter into direct or indirect negotiation of a settlement of the written grievance with the grievor(s) without the agreement of the Union.
- c) A written reasoned response shall be provided to the grieving Party within fifteen (15) days of receipt of the written grievance.

#### **Section 4 – Step Two**

- a) If the grievance remains unsettled at the conclusion of Step One, the designated Federation representative and the designated Union representative shall meet within fifteen (15) working days of receipt of the written response, to attempt to resolve the matter. The Grievor may attend the meeting, at the discretion of the Union.
- b) A written response shall be provided to Step Two within ten (10) working days of the meeting.
- c) If the grievance is not resolved at Step Two, either Party may refer it to arbitration, by written notice, within fifteen (15) working days of the receipt of the Step Two response.

#### **Section 5 - Arbitration**

- a) A single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties shall adjudicate all grievances submitted to arbitration under this Article. If the Federation and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.
- b) Arbitration hearings shall be held on the Federation's premises, or at another mutually-agreed location paid for by the Federation.
- c) The parties agree that no outside legal counsel will be used at hearings, or in preparing submissions.
- d) The Arbitrator shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- e) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- f) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.

- g) The arbitrator shall be required to give written reasons for any decision unless the parties agree otherwise.
- h) Each party shall pay one-half of the arbitrator's **fees and expenses**.
- i) **Employees required by the Federation to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Federation for this purpose and this time shall be deemed to be time worked.**

### **Section 6 – Expedited Arbitration**

**The Parties agree to the following internal expedited arbitration process, which is separate and distinct from the Section 104 Expedited Arbitration process of the BC Labour Relations Code. This internal process does not nullify access to Section 104.**

- a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  1. dismissals;
  2. rejections on probation;
  3. suspension in excess of 20 work days
  4. policy grievances;
  5. grievances requiring substantial interpretation of a provision of the Agreement;
  6. grievances requiring presentation of extrinsic evidence;
  7. grievances where a party intends to raise a preliminary objection;
  8. demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) **The Joint Union Management Committee shall annually review and approve a list of three arbitrators, who may be appointed (based on rotation and availability) to hear and resolve groups of grievances within 30 calendar days of the appointment.**
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties agree that these arbitration awards will not be appealed under S. 99 or **100** of the Labour Relations Code.
- (g) The procedure for expedited arbitration is:
  1. The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
  2. The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
  3. If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The Parties may each produce two witnesses whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
  4. The Parties may, by mutual agreement, vary procedure.

#### **ARTICLE 21 – LOCAL UNION EDUCATION FUND**

The Federation pays \$.05 per hour per employee to USW, Local Union 2009 Education Fund.

#### **ARTICLE 22 – HUMANITY FUND**

The Federation pays \$.01 per hour per employee to USW National Office Humanity Fund.

#### **ARTICLE 23 – CREDIT CARD USE**

The Federation will clarify policy for those employees who have credit cards and for those employees who do not have credit cards, expenses will be reimbursed as per Article 17, Section 5 and per diem shall be paid as per Federation policy.

#### **ARTICLE 24 - WORKPLACE HEALTH AND SAFETY**

##### **Section 1**

- a) It is agreed that the BC Workers' Compensation Act, and the Occupational Health & Safety Regulation is a minimum standard, and is incorporated into and forms part of this agreement. The Parties agree to abide by those provisions unless this agreement provides otherwise.

- b) Given the Federation's role within the Labour Movement, it is appropriate to take a leadership role with respect to a healthy workplace. The parties agree that all employees have a right to a psychologically and physiologically healthy and safe workplace, and that the Federation has the responsibility to ensure said safety within the workplace.
- c) The Federation shall prevent and/or correct any situation which may compromise an employee's physiological or psychological health and safety.
- d) The Parties agree to work towards implementing the CSA Standard - Psychological Health and Safety in the Workplace. The purpose of addressing these issues is to reduce stress and to improve the internal working environment and worker health, which is defined by the World Health Organization as the highest state of physical, mental and social well-being.

### **Section 2 - Joint Health and Safety Committee (JHSC)**

- a) The Parties will establish a Joint Health and Safety Committee (JHSC), made up of two (2) representatives of the Union, two representatives from the MoveUP (COPE 378) bargaining unit, and three (3) representatives of the Federation.
- b) The JHSC shall establish its own terms of reference and meeting schedule that meets the needs in the workplace and in compliance with applicable regulation and law.

### **Section 3 - Joint Health and Safety Committee Recommendations**

- a) The Federation shall respond in writing within twenty-one (21) days to any formal recommendation of the JHSC.
- b) The JHSC may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

### **Section 4 - Refusal of Unsafe Work**

- a) An employee may refuse to perform any work activity which they have reason to believe is likely to endanger themselves or someone else.
- b) When an employee has refused to perform work under Paragraph (a) it is agreed that the Federation will ensure that any unsafe condition is remedied without delay, and that the matter will be referred to the JHSC.
- c) The Federation will not assign any other employee to carry out the work refused until the JHSC has agreed that the hazard has been eliminated, or the WCB has determined the hazard has been eliminated.

### **Section 5 - Workplace Violence**

- a) It is recognized that in certain work situations employees may be at risk of physical violence or verbal abuse.
- b) Where such potential exists:
  - 1. employees who may be exposed to those work situations shall receive training in the recognition and management of such incidents;
  - 2. applicable physical and procedural measures to protect employees shall be implemented.
  - 3. Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

### **Section 6 - Employees Working Alone or In Isolation**

- a) Where employees are required to work alone or in isolation, they shall be supplied with a check-in system in accordance with WCB Regulations.
- b) Where employees are required to travel alone for work purposes and are traveling on a route with intermittent or no cellular service, they shall be supplied with a Spot GPS Messenger Device at their request.

### **Section 7- Day of Mourning**

- a) The Federation recognizes April 28 as the Annual Day of Mourning for workers killed or injured on the job.
- b) The Federation agrees to lower to half staff any flags flown in the workplace, stop work and provide a moment of silence for all employees at 11:00 a.m., in the memory of workers killed or injured by work.



**ARTICLE 25 - DURATION AND RETROACTIVITY**

**Section 1**

This Agreement shall be in full force and effect from **December 1, 2017** and until midnight of **November 30, 2020**.

**Section 2**



This Agreement shall remain in effect until a renewal is negotiated, or a strike or lockout is commenced.

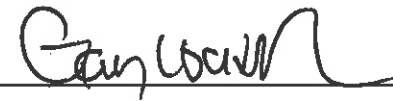
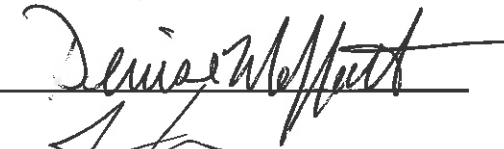

**Section 3**

Notice to commence bargaining for a renewal of this Agreement shall be deemed to be given on **July 31, 2020**, and the parties agree to make every effort to conclude negotiations prior to the expiry date of this Contract.

**SIGNED ON BEHALF OF THE FEDERATION**

**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

This 10<sup>th</sup> day of JAN 2019.

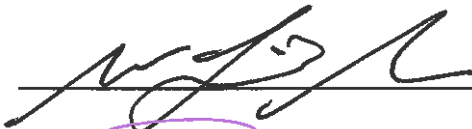

ADDENDUM "A"

LETTER OF UNDERSTANDING

RE: INTERPRETATION OF ARTICLE 14 - SENIORITY, SECTION 1

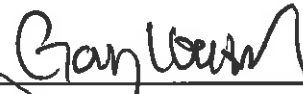


The Federation and the Union agree that in the interpretation of Article 14 - Seniority, Section 1, an employee's service in employment by the Federation as a member of **MoveUP (Cope 378) (or its predecessors)** will be included for the purpose of calculating seniority, for **purposes of vacation entitlement and calculation of pensionable service only** provided the service in both bargaining units is continuous.

SIGNED ON BEHALF OF THE FEDERATION

  
\_\_\_\_\_  
  
\_\_\_\_\_

This 10<sup>th</sup> day of Jan 2019.

SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
ON BEHALF OF LOCAL 2009

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## **ADDENDUM "B"**

### **LETTER OF UNDERSTANDING**

#### **RE: DEFERRED SALARY LEAVE PLAN**

The Federation will operate a Deferred Salary Plan (the DSLP) to afford an eligible Employee the opportunity to finance a leave of absence without compensation by deferring portions of his/her regular salary to finance a leave of absence of six to 12 months in duration.

#### **1. Definitions**

"Eligible Employee" means a full-time employee who has been employed by the Federation for minimum of five years.

"Leave of Absence" – a Leave of Absence that is at least six consecutive months in length.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Federation for the Participant in each year in accordance with 2.1 below and augmented from time to time by interest thereon, but less all amounts paid under the terms of the plan.

"Participant" means an Eligible Employee whose application for participation in the Plan has been received by the Federation.

"Current Compensation Amount" means the total compensation payable by the Federation to the Participant for the year, in accordance with the current collective agreement in force between the Federation and the union.

#### **2. Eligibility**

Only one member of the bargaining unit may take a leave under this section at a new time.

#### **3. Funding for Leave of Absence**

3.1 During each year prior to the Leave of Absence, the Participant, for a maximum of six years, will receive his/her Current Compensation Amount, less the amount the Participant has specified in the application for the year in question which is to be retained by the Federation.

3.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the Federation cannot exceed 20 percent in any calendar year.

3.3 The Federation shall on the following dates pay to the Participant the accrued interest on his/her Deferred Compensation Amount;

- (a) the December 31<sup>st</sup> which occurs at the end of the Federation's fiscal year in which the Employee becomes a Participant;
- (b) each December 31<sup>st</sup> occurring after the date specified in (a) above, while the Employee participates in the Plan; and
- (c) the last day of the Leave of Absence, or when the Federation makes a payment due to deferral or withdrawal from the plan or death of the Participant.

#### **4. Taking of Leave of Absence**

- 4.1 The Leave of Absence shall occur according to, and be governed by, the provisions of the Collective Agreement.
- 4.2 The manner of payment to the Participating during the Leave of Absence shall be in monthly installments commencing one month following the start of the Leave of Absence. In no event shall payment be made more frequently than monthly and all of the Deferred Compensation Amount will be paid to the Participant no later than the end of the first taxation year that commences after the end of the period of deferral.
- 4.3 The amounts to be paid to the Participant during the Leave of Absence shall be related to the monies retained by the Federation in accordance with 3.1 above, but less any deductions made by the Federation under 4.6 below, and any monies required by law to be paid by the Federation for or on behalf of the Participant.
- 4.4 While the Participant is enrolled in the plan, any applicable health and welfare benefits computed with reference to salary shall be structured according to the Current Compensation Amount.
- 4.5 The Federation will continue paying its share of applicable health and welfare benefit premiums for the Participant during the non-leave years of the plan.
- 4.6
  - (a) The Federation will maintain applicable health and welfare benefit coverage for the Participant during the Leave of Absence. The Federation will pay the costs of these plans for the first two months of the leave period, and the Participant will assume the full costs for said benefits for any period of leave in excess of two months, save those required to be paid by the Federation by law.
  - (b) The cost of the Participant's applicable health and welfare benefit coverage for leave periods in excess of two months shall be deducted from the monthly installment payments.
  - (c) The Federation will pay from the Deferred Compensation amount all union dues that may be required under the Union's constitution.
- 4.7 During the Leave of Absence, the Participant will not accumulate nor be entitled to statutory holidays, maternity, sick or other leaves, or promotions.

**5. Withdrawal from the Plan**

- 5.1 A Participant who ceases to be employed by the Federation must withdraw from the plan. Within 60 days the Federation shall pay to the Participant the Deferred Compensation Amount.
- 5.2 In extenuating circumstances, such as financial hardship, and with the consent of the Federation, the Participant may withdraw from the plan upon giving not less than one-month notice of intent to do so. Within 30 days of such withdrawal, the Federation shall pay to the Participant the Deferred Compensation Amount.
- 5.3 Should the Participant die, the Federation shall, within 30 days of notification of such death to the Federation, pay the Deferred Compensation Amount to the Participant's estate, subject to the Federation receiving the necessary clearances and proofs normally required for payment to estates.

**6. Return Following Participation in the Plan**

- 6.1 Following the Leave of Absence, the Participant must resume employment with the Federation for a period of time not less than the duration of the Leave of Absence.

**7. General Provisions**

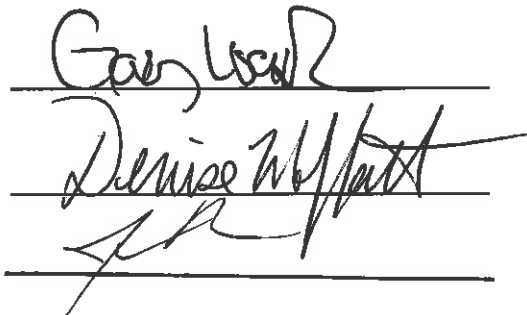
- 7.1 No amendment shall be made to the plan that will prejudice any tax ruling that is applicable to the plan prior to the amendment.

**SIGNED ON BEHALF OF THE FEDERATION**



This 10<sup>th</sup> day of Jan 2019.

**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**



**ADDENDUM "C"**

**LETTER OF UNDERSTANDING**

**RE: EXECUTIVE DIRECTOR AND BARGAINING UNIT WORK**

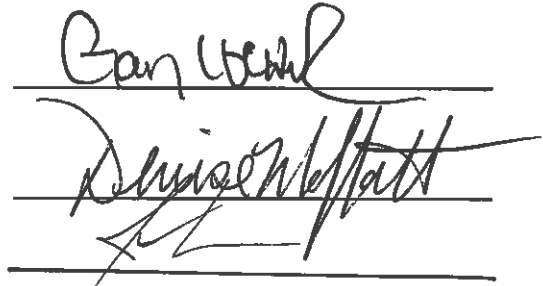
The Union recognizes the Federation has created an Executive Director position involving responsibilities that result in the job being excluded from the bargaining unit by operation of the Labour Relations Code.

The Union agrees the Executive Director may perform work within the jurisdiction of the bargaining unit.

**SIGNED ON BEHALF OF THE FEDERATION**



**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**



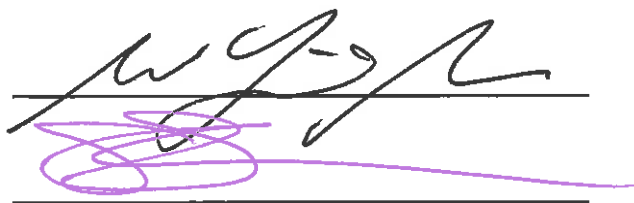
This 10<sup>th</sup> day of JAN 2019.

**ADDENDUM "D"**

**LETTER OF UNDERSTANDING  
BETWEEN B.C. FEDERATION OF LABOUR  
AND  
OCCUPATIONAL HEALTH AND SAFETY CENTRE  
OH& SC Classification Descriptions**

- Director** Responsible for overall program coordination, including scheduling, evaluation, planning, and marketing. Involved in funding application preparation, budgeting, WCB liaising and strategic development of the Centre; also facilitates courses.
- Coordinator** Facilitates OH&SC courses, and is responsible for specific areas of the OH&SC programs, including course development, program and facilitation or presentation evaluation, some scheduling as required.
- Facilitator** Responsible for delivery of OH&SC courses, as scheduled by the Director.
- Presenter** Responsible for making presentations in the Alive after Five, Labour Education, or Employment Programs only, as scheduled by a Director or Coordinator responsible for the program

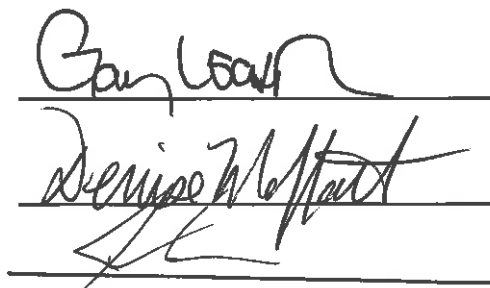
**SIGNED ON BEHALF OF THE FEDERATION**



A handwritten signature in black ink, appearing to be 'W. G. ...', is written over a horizontal line. Below this line, there is a large, scribbled-out signature in purple ink.

This 10<sup>th</sup> day of JAN 2019.

**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**



Two handwritten signatures in black ink are written over horizontal lines. The top signature appears to be 'Gary ...' and the bottom signature is 'Denise ...'.

**ADDENDUM "E"**

**LETTER OF UNDERSTANDING**

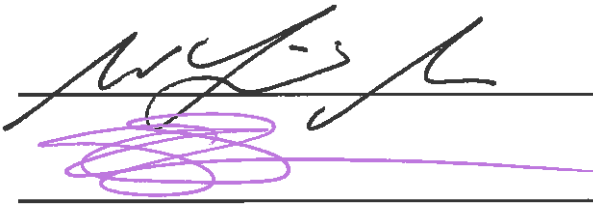
**RE: BC FEDERATION OF LABOUR POLICIES**

The parties agree, through the Labour-Management Meeting process, to **review** the Federation policies affecting members of the bargaining unit.

The intent is to ensure that employees understand the policies and the benefits contained therein.

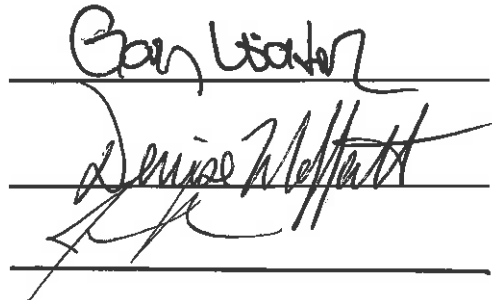
It is not the intent of the parties to reduce or erode the benefits and working conditions that employees currently and have historically enjoyed. Any dispute as to a reduction in benefits or working conditions shall be subject to the grievance procedure contained in the Collective Agreement.

**SIGNED ON BEHALF OF THE FEDERATION**



This 10<sup>th</sup> day of Jan 2019.

**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**





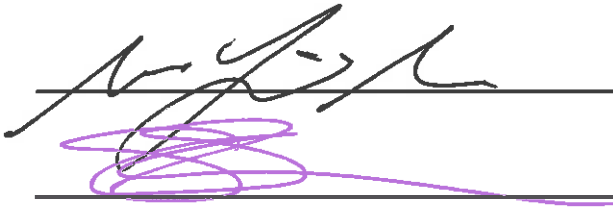
**ADDENDUM "F"**

**LETTER OF UNDERSTANDING**

**RE: BARGAINING UNIT**

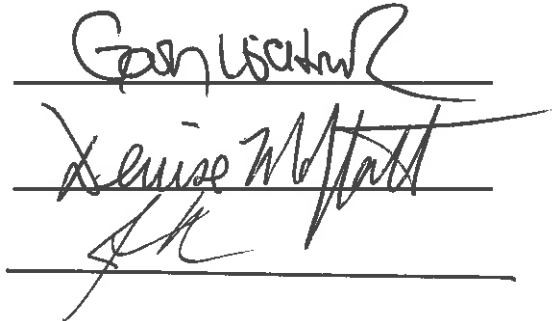
- (a) The parties recognize that the Union continues to dispute the exclusion of the Office Manager position.
- (b) The Federation will not apply to or attempt to exclude any current or future bargaining unit positions without the agreement of the Union.

**SIGNED ON BEHALF OF THE FEDERATION**



This 10<sup>th</sup> day of Jan 2019.

**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**



**ADDENDUM "G"**

**LETTER OF UNDERSTANDING**

**RTW/ACCOMMODATION POLICY**

The Federation, USW Local 2009, MoveUP (Cope 378) and the Joint Health and Safety Committee (JHSC) (the Stakeholders) recognize their moral and legal responsibilities towards employees with disabilities. The Stakeholders are, through consultation and cooperative partnership, developing a Return to Work/Accommodation Program consistent with Disability Prevention principles and compliant with all applicable legislation including the BC Human Rights Code.

The goal of the program will be to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

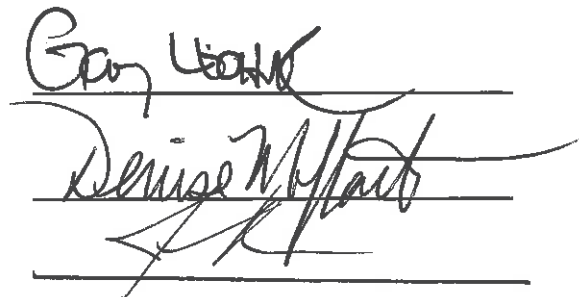
The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undue hardship on the Parties. The program shall be applied fairly and consistently and ensure that every attempt is made to provide reasonable accommodation that reintegrates an employee back to their pre-disability position. The Return to Work /Accommodation Program will apply to mental health issues and be treated in the same fashion as physical injury or illness.

The Return to Work Committee, with representation of all the Stakeholders, will assist in the administration of the Return to Work/Accommodation Program. The Return to Work Committee shall act as a subcommittee of the JHSC and shall have not less than one (1) person from each Union on the committee. The Return to Work Committee shall develop their own terms of reference.

**SIGNED ON BEHALF OF THE FEDERATION**



**SIGNED ON BEHALF OF THE UNION  
UNITED STEELWORKERS  
(ON BEHALF OF LOCAL 2009)**



This 10 day of JAN 2019.