

COLLECTIVE AGREEMENT

Between

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) ON
BEHALF OF LOCAL NO. 2009**

And

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) ON
BEHALF OF LOCAL NO. 1-417**

June 15, 2019 – June 14, 2022

Errors & Omissions Excepted
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COLLECTIVE AGREEMENT

BETWEEN: UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWOLERKERS) LOCAL UNION 2009

(hereinafter referred to as "the Employer")

AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWOLERKERS) LOCAL UNION 1-417

(hereinafter referred to as "the Union")

DATE AND REFERENCE

This Agreement is dated for reference June 15, 2019 and named for reference the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS), LOCAL UNION 2009 & 1-417.

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure for the Employer, the Union and the Employees, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.
- 1.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union USW 1-417 as the sole and exclusive bargaining agent for all Employees, employed by the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) LOCAL UNION 2009.
- 2.02 Persons, whether employed by the Employer or from outside who are not members of the bargaining unit, will not perform work on any jobs that are included in the bargaining unit, except as follows:
 - a) For the purpose of instruction

- b) In the case of an emergency when bargaining unit Employees are not available
 - c) Temps filling in for regular Employee's absences, inclusive of vacation, sick leaves up to two week(s), bereavement and compassionate leave, and leave for training.
- 2.03 Should any of the present operations be moved to a location(s) outside of the boundaries of the Langley site, this Agreement shall be extended to cover such location(s).
- 2.04 Any rights and privileges enjoyed by an Employee prior to the execution of this Agreement will be continued and will not be changed during the life of this Agreement provided:
- a) Such rights and privileges are not in conflict with any provisions of this Agreement, and/or;
 - b) Such rights and privileges are not changed by the effect of this Agreement.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.01 The management of the office and the direction of the working forces, including the right to direct, plan and control office operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge Employees for just cause, or to release Employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the office in the traditional manner is vested exclusively with the Employer, subject to the express provisions of this Agreement.
- 3.02 The Employer shall exercise its rights to direct the work forces without discrimination, harassment and intimidation.

ARTICLE 4 – UNION SECURITY

4.01 Membership

The Employer agrees that all Employees covered under this Agreement, and all new Employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a) authorize the Employer in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the Local Union 1-417 office, 181 Vernon Avenue, Kamloops, B.C. V2B 1L7.
- b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- c) complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.

- b) The Union will give reasonable notice to the Employer of any changes in the Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each Employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- e) A duplicate R115 Form and Employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers, Local 1-417
Attention: Financial Secretary @ 250-554-3499
 - (ii) United Steelworkers Servicing Staff Office
Attention: International Staff Rep @ 604-513-1851
- f) The Employer agrees to print the amount of total deductions paid by each Employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- g) The Union agreed to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 There shall be no strike or lockout as defined by relevant legislation so long as this Agreement continues to operate.

4.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 5 – HOURS OF WORK

5.01 The Union and the Employer agree to continue the existing reduced work week schedule, is based on the equivalent of a five (5) day per week, thirty-seven and a half (37½) hours per week. Either party may with thirty (30) days notice revert back to the five (5) days per week, seven and one-half (7 ½) hours per day. Such notice will contain reasons for the change and the parties agree to meet prior to change in hours to resolve any transitional issues that may arise.

The Bookkeeper's work week shall be thirty-seven and a half (37½) hours a week and the work day shall consist of seven and a half (7½) hours from 9:00 a.m. to 5:00 pm with a designated unpaid thirty (30) minute lunch period.

The Administrative Assistant's workweek shall continue as per past practice.

- 5.02 Overtime by clerical staff must be authorized in advance by the Local Union 2009 President or their designate in order for payment to be received for said work. If a clerical staff person believes it necessary to work overtime, then it is that person's responsibility to obtain authorization from the President or their designate prior to working said overtime.
- 5.03 Where the Parties may want to discuss an alternate shift which may include hours less or greater than the standard shift all details of the shift(s) must be worked out with the union prior to any implantation of the new shift. This will include vacations, statutory holidays, rest break and any other differences that normally would normally apply during the standard shift.

ARTICLE 6 – OFFICE HOLIDAYS

- 6.01 a) All Employees covered by this Agreement will receive seven and one half hours (7.5) pay at their regular straight time rates for each of the following Office Holidays (regardless of the day on which the holiday falls), in addition to any wages which the Employee may be in receipt of for work performed on such holidays and any other day declared a Statutory Holiday by the Federal or Provincial Governments:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. B.C. Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

Note: An employee that is not working seven and one half (7½) hours a day shall receive their average days wage as per Employments Standards Act.

- b) **Personal Floating Day** Regular full-time Employees will be granted one (1) Personal Floating Holiday during each contract year of this agreement, to be arranged at a time suitable to the Employee and the Employer, so that there will be no loss of production.
- c) **Personal Floating Day Qualifying Conditions** When the Personal Floating Holiday is taken, an Employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:
- i) A new Employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
 - ii) An Employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
 - iii) An Employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The Employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the

requested Personal Floating Holiday. (No Personal Floating Holidays will be unreasonably denied when the request is less than seven (7) days notice)

- iv) If an Employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the Employee shall be paid overtime for such work at the rate of twice (2x) the hourly wage. The Employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.

6.02 When Office Holidays fall on Saturday or Sunday, such holidays will be celebrated on Monday, and when such holidays fall on consecutive Saturday and Sunday, or consecutive Sunday and Monday, such holidays will be celebrated the next day immediately following the Office Holiday.

6.03 Should any of the above holidays occur during an Employee's vacation period, the Employee will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.

ARTICLE 7 – VACATION WITH PAY

7.01 Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

| <u>Years of Continuous Service</u> | <u>Vacation Period</u> | <u>Vacation Pay</u> |
|------------------------------------|------------------------|---------------------|
| 6 months but less than 1 year | 37.5 hours | 5 working days pay |
| 1 year but less than 5 years | 112.5 hours | 8% or 3 weeks* |
| 5 years but less than 6 years | 150 hours | 10% or 4 weeks* |
| 6 years but less than 7 years | 157.5 hours | 10 ½% or 4 weeks* |
| 7 years but less than 8 years | 165 hours | 10 ½ % or 4 weeks* |
| 8 years but less than 9 years | 172.5 hours | 12 ½ % or 4 weeks* |
| 9 years but less than 10 years | 180 hours | 12 ½ % or 4 weeks* |
| 10 years but less than 11 years | 187.5 hours | 12 ½ % or 5 weeks* |
| 11 years but less than 12 years | 195 hours | 12 ½ % or 5 weeks* |
| 12 years but less than 13 years | 202.5 hours | 12 ½ % or 5 weeks* |
| 13 years but less than 14 years | 210 hours | 14 ½ % or 5 weeks* |
| 14 years but less than 15 years | 217.5 hours | 14 ½ % or 5 weeks* |
| 15 years but less than 25 years | 225 hours | 14 ½ % or 6 weeks* |
| 25 years or more | 262.5 hours | 14 ½ % or 7 weeks |

*whichever is greater

*All vacation time off for working days or weeks shall be based on hours. Example - 15 working days at 7.5 hours per day or 3 weeks = 112.5 hours. These calculations will depend on the employees hourly work schedule.

7.02 **Vacation Pay - Calculations While on Leaves**

The following shall be considered as days actually worked for determining vacations with pay for an Employee after one (1) continuous year of employment:

- a) absences on Workers' Compensation up to a period of one (1) year, provided that the Employee returns to work.

- b) absence due to illness or Employer approved reasons up to period of one (1) year, provided the Employee returns to work. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- c) absences due to bereavement leave, jury duty or other Employer approved reasons in accordance with this contract.

7.03 **Vacation- Seniority**

Senior Employees shall be given preference in the selection of vacation period.

7.04 **Vacation – Pay on Termination**

An Employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the Employee's years of service.

7.05 **Vacation – Scheduling** Vacations for Employees shall be taken at such time as mutually agreed upon by the Employer and the Employee.

7.06 **Vacation – Mandatory** All earned vacations must be taken.

ARTICLE 8 – SENIORITY

8.01 **Seniority Principle** The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.

8.02 **Reduction & Recall of Forces**

- a)
 - (i) In the event of a reduction of the forces, the last person hired shall be the first released, subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Employer decides to exercise its right under this provision it shall notify the employees as soon as possible.
 - (ii) When recalling forces after a period of layoff, following a reduction of forces, an employee shall be recalled in order of their seniority, subject to competency of the person involved and the provisions of Article 8.01.
- b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Article 8.01.
- c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Employer, they shall be called back to work as soon as his seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of

their rights, bumping an employee with less seniority.

- d) Details of the application of this Article shall be worked out by the Local Union and the Employer.
- e) Prior to any reduction of employment the Employer agrees to work with the Union on implementing a job sharing agreement.

8.03 Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- b) Employees laid off with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.

A laid-off employee's seniority retention under a) and b) above is reinstated on the completion of one day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

8.04 Probationary Period

- a) Notwithstanding anything to the contrary contained in this Agreement, save and except the provisions of clause b) of this Article, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for ninety (90) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of ninety (90) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Employer's employ, provided however, that the probationary period of ninety (90) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.
- b)
 - (i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
 - (ii) It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

8.05 Hiring Preference

- (a) When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:

Former employees of the operation who have lost their seniority retention as a result of

the last layoff in the operation.

ARTICLE 9 – HEALTH & SAFETY

9.01 Working Conditions

- a) The Employer agrees to provide facilities which are clean, safe, secure, comfortable and conducive to an effective working environment.
- b) The place of work shall be designated as a non-smoking environment.
- c) The Employees will be consulted regarding local office requirements including office equipment, safety and ergonomic equipment, furniture, computer software, timelines and priorities for the completion of work, workload, work areas and office procedures and other factors that have an impact on working conditions. Employee requests will not be unreasonably denied.
- d) Policies and procedures regarding the access to and security of worksite areas and equipment designated for the use of Employee(s) or necessary for the performance of Employee duties will be established in each local office.

- 9.02
- a) The Union and the Employer agree that no Employee shall be required to work in an environment which is unsafe.
 - (b) The Employer and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.

(c) **Occupational Health and Safety**

it is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise. Any failure to comply with the Legislation or the Regulation shall be a matter for referral to the grievance procedure pursuant to the collective agreement. The employer and the union agree that an arbitrator has jurisdiction to consider matters arising from the legislation or regulation.

- (d) The parties agree that there will be a Health & Safety Standing Committee consisting of one (1) person selected by the Union and one person (1) selected by the employer. The purpose of the Standing Committee is to carry out the responsibilities of Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulations.
- (e) The Employer agrees to fully cooperate with the Standing Committee and shall provide them with access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Standing Committee.

(f) **Reporting Unsafe Conditions and Refusal of Unsafe Work**

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

(g) **Health and Safety Standing Committee Recommendations**

The employer shall respond in writing within ten (10) working days, to any formal recommendation of the Health and Safety Committee.

(h) **Health and Safety Education Leaves**

The Employer shall provide one (1) day of paid educational leaves in each year for any member of the Standing Committee to attend Health, Safety and Environmental courses that will enhance Committee member skills and understanding so that they more effectively participate in health & safety responsibilities.

(i) **Unresolved Safety Issues**

The OH&S Standing Committee 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.

9.03 **Notification of Injury or Illness**

(a) Any employee suffering an injury or illness must report immediately to First Aid as soon as possible.

(b) In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one of its representatives shall join the Health & Safety Standing Committee investigation at the workplace. Furthermore the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Employer shall provide full access to the workplace.

9.04 **Injured Employee - Daily Earnings**

(a) Where an employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the employee not return to work on that day, the Company shall maintain the employee's normal daily earnings for the day of injury.

(b) The Employer shall provide transportation at no cost to the employees if medical treatment is required.

9.05 The Employer understands the importance of having qualified First Aid / AED attendants and, therefore, agrees to provide all office employees, with the opportunity to be trained, at no cost to the employee(s) no later than April 2021. The Employer further agrees, to offer such training every two (2) years thereafter at the expiry of the certification.

9.06 **Right to Refuse Unsafe Work**

(a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which he or she has reason to believe is likely to endanger someone.

(b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.

Regulation, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless

- (i) the Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,
 - (ii) The other worker has been has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - (iii) The other worker has been advised of their right to refuse unsafe work
- (d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

9.07

Psychological Health & Safety

- (a) The parties agree that employees have the right to physiologically and psychologically safe working conditions. The employer shall, to the union's satisfaction, prevent and/or correct any situation which may compromise an employees' physiological or psychological health and safety. Failure to prevent and/or correct any situation shall be a matter for referral to the grievance procedure pursuant to the collective agreement.

The Health & Safety Standing Committee shall consider such issues as the pace of production and staffing levels in the committee's consideration of ergonomics issues.

- (b) **Workload**

An employee who believes any workload situation is excessive shall discuss the problem with the immediate supervisor. If the problem is not resolved in this discussion the employee may seek a remedy by referring the issue to the Union/Management Committee for review and recommendations.

9.08

Victims of Domestic Violence

- (a) The Employer and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may effect their attendance or performance at work. The Employer and the Union agree that all employees have the right to a work environment free of safe from domestic violence. Domestic violence, which may involve physical, psychological, economic violence or stalking, against a current or former intimate partner, is a widespread societal problem which must be prevented.
- (b) For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence of performance can be linked to the abusive or violent situation. Verification includes but is not limited to provision of some form of supporting documentation showing they are experiencing domestic violence, such as a police report, medical report, statement of a counselor or shelter staff, injunctive order, a declaration of a witness, or the employee's own signed statement.
- (c) The Employer shall use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace and to offer assistance and a supportive environment to its employees experiencing domestic violence.

- 1) In each calendar year, the Employer shall grant employee paid leave if needed, to address the personal effects of domestic violence, without loss of seniority, for up to ten (10) paid day leave, not to exceed seventy-five (75) hours at straight-time rates.
- 2) In addition to the period of time referred to in paragraph (1), the employee shall be entitled to up to 15 weeks of unpaid leave.
- 3) The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentially while ensuring workplace safety:
- 4) The Employer will direct affected employees to appropriate counseling and support services.
- 5) The Employer will provide employees experiencing domestic violence with flexible work arrangements, advance of pay and other accommodations that are reasonable in the circumstances.
- 6) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic Violence.

9.09

Workplace Bullying & Harassment Program

- 1) The Employer shall, in consultation with the Health & Safety Standing Committee develop and maintain a written program to implement the policy with respect to workplace harassment.
- 2) Without limiting the generality of subsection (1), the program shall,
 - a) include measures and procedures for workers to report incidents of workplace harassment to the Employer or Supervisor;
 - b) include measures and procedures for workers to report incidents of workplace harassment to a person other than the Employer or Supervisor, if the employee or supervisor is alleged harasser;
 - c) set out how incidents or complaints of workplace harassment will be investigated and dealt with;
 - d) set out information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purpose of investigating or taking corrective action with respect to the incident of complaint, or is otherwise required by law;
 - e) set out how a worker who has allegedly experienced harassment and the alleged harasser, if they are worker of the employer, will be informed of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;
- 3) To protect a worker from workplace harassment, the employer shall ensure that,
 - a) An investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances;
 - b) the worker who has allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, are informed in writing of the results of the investigation and of any corrective action has taken or that will be taken as a results of the investigation;
 - c) the program developed under section (1) is reviewed as often as necessary, but at least annually, to ensure that it adequately the policy with respect to workplace harassment.

- 4) The results of an investigation under clause (3) (a), and any report created in the course of or for the purposes of Part 2 of the Workers Compensation Act.
- 5) The Employer shall provide a worker with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment.

9.10

Return to Work/Stay at Work

The employer and the union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The Employer shall notify the Union whenever there is a request for accommodation. The Employer and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

ARTICLE 10 – GENERAL PROVISIONS

10.01 a) **Complaints Regarding Service**

- i) Any complaint about the services of an Employee shall be referred to the Employee concerned.
- ii) In the event that the complaint is not satisfactorily resolved, the complaint may be referred to the Local President.
- iii) The President shall first attempt to resolve the matter through informal means.
- iv) If such a resolution is not possible the Employer or the Employee may refer the matter to other relevant provisions of this Collective Agreement.

b) **Harassment/Sexual Harassment**

- i) The Employer recognizes the right of all persons to work in an environment free from harassment and sexual harassment.
- ii) Harassment is defined as any improper behaviour that is directed at another person, behaviour that demeans, intimidates, humiliates or is offensive to that person, conduct which has the effect of endangering a job or undermining performance or threats, vexatious questions or demands or other unpleasantness.
- iii) Harassment includes the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate.
- iv) Sexual harassment is defined as any unwelcome sexual comment, look, suggestion, physical contact, real or implied sexually oriented action, including material of a sexual or sexist nature that has the effect of creating an uncomfortable environment in the workplace.
- v) No person shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of harassment or sexual harassment.
- vi) The procedure for resolving complaints of harassment or sexual harassment shall be as follows:

- vii) Any complaint of harassment or sexual harassment shall be dealt with expeditiously and in strict confidence.
 - viii) 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.
 - ix) The complainant may choose to speak to or correspond directly with the alleged harasser in an attempt to resolve the matter.
 - x) In the first instance attempts may be made to resolve the matter informally.
 - xi) If the matter is not resolved through informal means, the complainant may refer the matter to the President of Local Union 1-417 who will ensure that the complaint is investigated.
 - xii) Investigation dates shall be set with the first available investigator from the mutually agreed list within ten (10) working days of the receipt of the complaint.
 - xiii) Upon receipt of the complaint, they shall notify the alleged harasser in writing of the complaint and provide notice of investigation.
 - xiv) The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator be of the same gender as the complainant and where practicable the request will not be denied.
 - xv) The investigator shall be asked to provide both a report and recommendation to the Employer and the Union. The report shall remain confidential. The complainant shall be informed in writing that disciplinary action was or was not taken.
 - xvi) The investigator's report and recommendations shall be implemented and may include:
 - xvii) **For the Complainant:**
 - a) reinstatement of sick leave used as a result of harassment;
 - b) counselling;
 - c) other remedies recommended by the investigator.
 - xviii) **For the Harasser:**
 - a) corrective action including discipline;
 - b) counselling;
 - c) courses or programs;
 - d) other remedies as recommended by the investigator.
 - xix) If the Employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step Two of Article 11.03 of the Grievance Procedure.
- c) **Canadian Bill of Rights** The Employer and the Union agree to observe the provisions of the Canadian Bill of Rights.

- d) **Right to Join and Participate in a Trade Union** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against, Employees in their lawful right to become and remain members of the Union, and to participate in its activities.
 - e) **Duty to Accommodate** The Employer agrees to comply with all Provincial and Federal statutes regarding Duty to Accommodate.
 - f) **Disabled Employees** Employees sustaining injuries or affected by disease, and becoming physically disabled as a result thereof, every effort will be made by the Employer to give the disabled Employee such suitable employment as is available.
- 10.02 a) **Right to Representation**
- i) A representative selected by the Union will attend any meeting between an Employee and the Employer where the Employee requests representation.
 - ii) Any meeting which is or may become disciplinary in nature or which may lead to discipline will require the attendance of a representative selected by the Union.
 - iii) Where a representative of the Union is not available, the Employer will postpone any meeting where representation has been requested or where the meeting is or may become disciplinary in nature until such time as a Union representative is available.
- b) **Union Representation**
- i) The Union will notify the Employer in writing of the names of its representatives, including elected officers and the Negotiating Committee members.
 - ii) Union Representatives shall have the right to:
 - a) conduct Union business during working hours provided such business does not interfere with normal office operations.
 - b) be involved in grievance meetings pursuant to Article 11, Grievance Procedure.
 - c) attend meetings between the Employer and Employees pursuant to Article 10.02 a).
 - iii) The Union Representative shall be relieved of duties without loss of pay to attend meetings called by the Employer during normal working hours. The cost of a replacement worker, if one is required, shall be born by the Employer.
 - iv) Where the Employee requests the attendance of Union Representative and that meeting is not disciplinary or a meeting that might lead to discipline as under 10.02 a) ii), or a meeting dealing with harassment under Article 10.01 b), the Union shall bear the cost of any replacement Employee.
- c) **Picket Line Protection**
- i) An Employee covered by this Agreement will have the right to refuse to cross a picket line in connection with a labour dispute unless same is declared illegal by the Labour Relations Board or the Court. An Employee intending to honour such a picket line shall notify the Employer.

- ii) Failure to cross a picket line will not be considered grounds for disciplinary action and will not be deemed a violation of this Collective Agreement. All Employees refusing to cross or work behind such a picket line shall be considered absent without pay.
- iii) No Employee shall be required to or requested to perform work that would normally be done by a person who is on strike.

10.03 **Negotiating Committee**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than one (1) Employee, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other Committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

10.04 **Staff Meetings**

- a) The Employer and Employees shall meet regularly to discuss issues that are of concern to either Employee(s) or the Employer.
- b) Staff meetings shall be held during Employees' working hours.
- c) Staff meetings shall be held as needed but not less than once a month.
- d) New staff and/or a new incoming President will be required to attend a staff meeting for orientation and in order to plan and implement transition.

10.05 **Pre-Authorized Child Care Expenses** The Employer will reimburse Employees for reasonable receipted child care expenses if the Employee is asked to attend functions in the evenings, or overnight outside of the Greater Vancouver area, or on regular days off in accordance with the following:

- a) If there is no one at home able to take care of the Employee's child.
- b) In the case of separated parents, if the spouse is not responsible for the child.
- c) Only pre-authorized childcare expenses, outside of those normally incurred, will be reimbursed.

10.06 **Education Allowance** Up to One Thousand Five Hundred Dollars (\$1500.00) each year. Should education costs exceed the member can apply to have the additional amount or the Employer and the member may agree to a higher amount.

Outside credit or non-credit courses or seminars are assessed individually for content, costs and relevance. The number of training days the Employee has had during the year and where the Employee is in education allowance is also considered.

Requests for training can be initiated by the Employee or the Employee's Manager. Such requests may be approved at the Employer's discretion. Employees are paid their regular salary

as per their regular hours per day for the time the Employee attends the course or seminar plus parking up to 100% of the cost. If the Employee's course takes place after normal working hours, the Employee will be reimbursed the Employee's childcare expense. Requests for training will not be unreasonably denied. Hours attending night school courses will not be paid in addition to regular hours of work.

If in fact, the training meets the above-mentioned criteria, then the denial will need an explanation.

10.07 **Notification of Office Staff Supervisor** The Employer agrees to designate one (1) Supervisor as the sole person responsible for labour relations within the workplace. This person shall be responsible for all matters relating to this Collective Agreement. The Employer shall provide the Local Union and Unit President with written notice as to the name and position of their designate. The Employer maintains the right to transfer such duties in circumstances where the Supervisor is absent and to transfer the authority to another members of the management team as deemed necessary.

10.08 **Contracting Out**

- a) Before any work is contracted out, additional hours will be offered to local office, part-time Employees, on a seniority basis, at the site and then to on-call Employees providing they are able to perform the work. Pay will be at the applicable hourly rate or the Employee may choose equivalent time off in lieu to be taken at a mutually agreeable time.
- b) In no case will the local Employer contract out work if by so doing the hours of work of any position are reduced or any Employee suffers a loss of pay or the pay grade of any position is reduced.
- c) Tasks normally performed by an Employee will not be performed by non-bargaining unit members.
- d) In the event that the local Employer contracts out Employee work pursuant to Article 10.08, union labour will be used wherever possible.

10.09 **Pay Days**

- a) Wages will be paid every second week. Reports of hours worked at various rates will be available on request. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.
- b) Any Employee being discharged, laid off, or leaving of the Employee's own accord will be paid all wages dues to the Employee will be paid in accordance with the Employment Standards Act of British Columbia.
- c) Whenever there occurs an error in the pay of an Employee, the Employer will remit to the Employee within twenty-four (24) hours or as quickly as is reasonably possible, the difference between the amount of the cheque and that to which the Employee is normally entitled.

1010 **Union Funds**

- a) **Humanity Fund**
 - i) For the purpose of International aid development, the Employer agrees to pay twenty (20) dollars per bargaining unit Employee per year and to pay the amount

so deducted to the "Humanity Fund". Such payment shall be made in October 1st of each calendar year and shall be made payable to:

United Steelworkers
National Office
234 Eglinton Avenue East, Suite 800
Toronto, Ontario
M4P 1K7

- ii) It is agreed the Employer will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all Employees in the Bargaining Unit on whose behalf such payment has been made.
- iii) It is agreed that the total for each Employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will not the following Charitable Donation number for the "Humanity Fund":
R119172278RR0001.

b) **Education and Training Fund**

- i) The Employer shall contribute to the Union the sum of five cents (\$.05) per hour per Employee for each hour worked for education and training of Union members.
- ii) The money shall be made payable to Local Union 1-417 Education and Training Fund, 181 Vernon Avenue, Kamloops, B.C. V2B 1L7 and shall be remitted yearly for the current year by January 15th and the Employer shall provide the necessary information regarding amounts paid for each Employee.
- iii) Upon request but no less than once each contract year, the Union shall provide the Employer with an accounting of the fund disbursements.

c) **Steelworkers Organization of Active Retirees**

- i) The Employer shall contribute to the Union the sum of one cent (\$.01) per hour for each hour worked for the SOAR Fund. (Steelworkers Organization of Active Retirees).
- ii) The money shall be made payable to SOAR, Chapter 14, #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and shall be remitted yearly for the current year by January 15th and the Employer shall provide the necessary information regarding amounts paid for each Employee.

10.11 **Employee Records**

- a) The Employee records file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- b) No negative comments or report about any Employee shall be placed in any Employee record file unless the Employee concerned is first given a copy of the information.
- c) Employee record files, as referred to in this Agreement, shall include all methods, systems or forms of maintaining such records and files related to Employees as may be

implemented by the Employer.

10.12 Employee Access to Employee Record File

An Employee shall have the right to read and review his/her Employee record file, upon reasonable notice and by written request to the Employer. Employees will be given thirty (30) minutes on their own time but no more than one every four (4) months if so requested to review their file. On request the Employee shall be provided with copies of any document or record contained in the Employee's record file.

10.13 Technological Change and Severance Pay

a) **Advance Notification**

The Employer shall notify the Employees not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the displacement, reduction of staff or laying off of Employees.

b) **Retraining**

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 Employee/s.

c) **Severance Pay**

- (i) Severance is payable in the case of a permanent closure, in whole or in part, in an amount equal to ten (10) days pay for each year of continuous service and thereafter in increments of completed months of service with the Employer. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable.
- (ii) Where the office is relocated and the employees are not required to relocate their place of residence and are not terminated by the Employer as a result of the office relocation, they shall not be entitled to severance pay under this Article.
- (iii) Severance is payable to an Employee whose job is eliminated:
 - 1. Immediately upon closure, where there has been a permanent closure in whole or in part; or
 - 2. Upon expiry of an Employee's seniority retention.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.

11.02 It is generally understood that an Employee has no complaint or grievance until he/she, either directly or through the Union, has first given his/her Manager or opportunity to adjust the complaint.

- 11.03 If, after registering the complaint with the Manager, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing to the Manager either directly or through the Union. The Manager will meet with the Employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting. If requested by either Party. The Manger will within a further three (3) working days give the Employer's answer on the grievance form, and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated management representative, who shall within three (3) working days hold a meeting between the Union (not to exceed two (2) in number) and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Employer's Representative will within a further two (2) working days give the Employer's decision in writing to the Union on or attached to the grievance form.

- 11.04 The Employer shall not be required to consider any grievance which is not presented within thirty (30) working days after the grievor or the Union first become aware of the alleged violation of the Agreement. The parties agree that these time limits are discretionary in all step of the grievance procedure.
- 11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred, in writing, by either Party, to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.
- 11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the office to view disputed operations, and to confer with the necessary witnesses.
- 11.07 **Discipline**
- a) The Employer shall only discipline, discharge, or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.
 - b) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Steward, Grievance Committee member or other Union designee.
 - c) The Employee, Steward, or Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to, all written reprimands or notices involving suspension or discharge and the reasons in full for such action within twenty-four hours of the taken action.
- 11.08 **Relief** All written warnings, reprimands, suspensions, and discharges shall be rescinded, and removed from the Employee's personnel file after a period of twelve (12) months after the date of the issued disciplinary action and shall not be used against the Employee thereafter.

ARTICLE 12 – ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated, either of the parties may after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.02 Any matter referred to arbitration, as provided in Section 12.01 hereof, shall be submitted to a single Arbitrator selected from the following list:
1. Chris Sullivan
 2. Jessica Gregory
 3. Julie Nichols
- 12.03 The Arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.
- 12.04 The Arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.
- 12.05 The Arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.06 If, during the life of this Agreement, one of the Arbitrators named in Section 12.02 hereof withdraws from the list, the parties will appoint a replacement by mutual agreement in writing.
- 12.07 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expenses with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 12.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 12.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or to amend any of the provisions of this Agreement.
- 12.10 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator as the case may be.
- 12.11 In lieu of or prior to the above arbitration procedure, the parties may, by mutual agreement, engage in any of the dispute resolution processes provided under the Labour Relations Act of British Columbia.

ARTICLE 13 – INSURANCE WELFARE

- 13.01 The Employer agrees that during the term of this Agreement that all bargaining unit Employees shall maintain the same Medical, Dental, Life Insurance benefits as they currently receive. The benefits are as per Pacific Blue, Policy Number 8945, Sub-division Number 36780. The parties

agree that the employer can change the benefit provider; however, all benefits shall be equal or greater than the current benefits.

Long Term Disability will increase to a maximum of \$3,500.00 per month. (current)

The employer agreed to increase the following benefits starting January 1st 2021;

Life & AD&D increase to \$150,000.00 per employee August 1st 2020;

Vision Care - Increase coverage to \$600.00 per employee, spouse and dependants every twenty-four (24) twelve-month period from the date of purchase;

Chiropractic Increase to \$750.00 per employee per year;

Naturopath Increase to \$750.00 per employee per year;

Physiotherapy Increase to \$750.00 per employee per year;

Massage Increase to \$750.00 per employee per year.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 **Unpaid Leave of Absence** An Employee with twelve (12) or more months of services will be allowed a short term leave of absence up to three months without pay for personal reasons if;

- a) The Employee requests it in writing from the Employer at least one month prior to the requested leave.
- b) The leave is for a good reason, and does not interfere unduly with operations and a suitable replacement is available, except in emergency situations when leave will be granted in any event.

14.02 **Union Leave**

- a) The Employer will grant leave of absence to Employees who are appointed or selected to Union office. The Employee who obtains this leave of absence shall return to his Employer within thirty (30) calendar days after completion of this term of employment with the Union.
- b) The Employer will grant leave of absence to Employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Committee of the Union in order that they may carry out their duties on behalf of the Union.
- c) In order for the Employer to replace the Employee with a competent substitute, it is agreed that before the Employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

14.03 **Pregnancy/Parental/Adoption Leave**

- a) Pregnancy, parental and/or adoption leave will be as set out in the Employment Standards Act.

- b) The Employer will continue to pay its share of all benefit premiums during statutory pregnancy, parental and adoption leaves and will make arrangements for the Employee to make payment of long term disability premiums where applicable. Pregnancy leave will be considered as employment for the purposes of seniority, salary increments, and annual vacation.
- c) An Employee returning from pregnancy, parental and/or adoption leave will return to the position held prior to taking leave.
- d) If at the end of the pregnancy, parental and/or adoption leave the Employee is unable to return to work because of ill health, the Employee will be entitled to go on sick leave in accordance with Article 14.
- e) Upon request, an Employee who does not receive benefits pursuant to the Supplemental Employment Benefit Plan will receive up to three (3) weeks leave with pay on the birth or adoption of a child.

14.04 Supplemental Employment Insurance Benefit Plan for Pregnancy/Parental Adoption

- a) The Employer will enter into and register Supplemental Employment Insurance Benefit Plan under the terms of the Employment Insurance Act for Employees on pregnancy, parental and adoption leave.
- b) An Employee's entitlement to Supplemental Employment Insurance Benefit Plan shall be a maximum of twenty-seven weeks (27).
- c) Supplemental Employment Insurance Benefits will be based on the Employee's last full monthly salary.
- d) During the employment insurance waiting period, the Employee shall be entitled to 95% of the Employee's regular pay.
- e) Each subsequent week's benefit requires receipt of employment insurance benefits and shall be equivalent to:
- f) 85 % of the Employee's pay, less employment insurance benefit during Pregnancy Leave and Adoption Leave pursuant to Article 14.
- g) 75% of the Employee's pay, less employment insurance benefit during Parental Leave pursuant to Article 14.
- h) The Union and the Employer will review the operation of the Supplemental Employment Insurance Benefit Plan – Pregnancy/Parental/Adoption if the law related to this plan changes during the life of the contract.

14.05 Family Responsibility Leave

In the case of illness/injury of an immediate family member (defined as all those in Article 14 – Bereavement Leave), 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.

14.06 Sick Leave

- a) The Employer will allow two (2) working days 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 forty (40) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the Employee in respect to any illness extending beyond three (3) working days.

14.07 **Compassionate Leave** The Employer will grant leave of absence up to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the Employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the Employee shall disclose the grounds for application.
- c) That the Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- d) That the Employer shall be required to consult with the Union in respect of any application for leave under this Section.

14.08 **Compassionate and Bereavement Leave**

- a) When death occurs to a member of a regular full-time Employee's immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren, brother-in-laws, sister-in-laws.
- c) Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

14.09 **Jury Duty**

- a) Any regular full-time Employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The Employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

14.10 **Public Office**

- a) The Employer will grant an unpaid leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to an

including eight (8) weeks, provided the Employer is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

- b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much unpaid leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Employer reasonable notice for absences from work for conducting Municipal business.
- c) The Employee who obtains this leave of absence shall return to his Employer within thirty (30) calendar days after completion of public office.

ARTICLE 15 – WAGES, JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

15.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages, job classifications and job descriptions as set out in Appendix "A" attached hereto, and forming a part of this Agreement.

15.02 New or Changed Job Classification or Job Descriptions

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) New or changed job descriptions shall only be altered by mutual agreement of the Employer and the Union. The Joint Labour Management Committee will serve as the forum for these discussions.
- c) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

ARTICLE 16 – JOB POSTINGS

16.01 **Job Postings** All jobs that are vacant for more than thirty (30) calendar days, and all new jobs will be posted for three (3) full workdays on the bulletin board. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.01 of this Agreement.

16.02 **Vacancies** For the purpose of this Agreement, a vacancy will be defined as any unfilled position where there is work being performed.

16.03 **Temporary Job** Temporary job openings in the bargaining unit that are not subject to the Job Posting Procedure shall mean:

- a) Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.
- b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 of the Collective Agreement.

16.04 **Trial Period** The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

16.05 **Return to Former Job**

- a) In the event that an Employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion the Employee is not performing efficiently, or the Employee wishes to do so, the Employee will revert to his/her immediate previous job, without loss of seniority.
- b) If additional Employees are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

ARTICLE 17 – PENSION

17.01 The Employer agrees that during the term of this Agreement that all bargaining unit Employees shall have the same pension benefits as prescribed under the Forest Industry Pension Plan.

ARTICLE 18 – DURATION OF AGREEMENT

18.01 This Agreement shall be for the period from and including **June 15, 2019 to and including June 14, 2022** and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is **June 14, 2022** or immediately preceding the last day of June in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

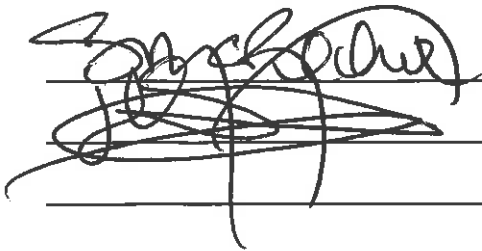
18.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

18.03 The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

Dated this 10 day of DECEMBER 2022.

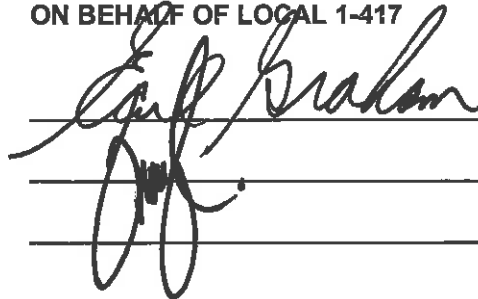
FOR THE EMPLOYER:

**UNITED STEELWORKERS
ON BEHALF OF LOCAL 2009**



FOR THE UNION:

**UNITED STEELWORKERS
ON BEHALF OF LOCAL 1-417**



APPENDIX "A"
Wage Scale

| | June 15, 2018 3%\$1000 lump sum | June 15, 2019 3% | June 15, 2020 2% | June 15, 2021 2% | |
|-------------------------------------|--|-----------------------------|-----------------------------|-----------------------------|--|
| Administrative Assistant | \$36.60 | \$37.689 | \$38.452 | \$39.221 | |
| Bookkeeper | \$39.155 | \$40.330 | \$41.137 | \$41.960 | |