

COLLECTIVE AGREEMENT

between

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)
(THE "UNION")

and

SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION
(THE "EMPLOYER")

Term of Agreement – May 1, 2022 – April 30, 2025

Errors and Omissions Excepted
/vbh/cope-343

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COLLECTIVE AGREEMENT

BETWEEN: Shareholder Association for Research and Education
(hereinafter referred to as "the Employer")

AND: UNITED STEELWORKERS
(On Behalf of Local No. 2009)

(hereinafter referred to as "the Union")

DATE AND REFERENCE

This Agreement is dated for reference 03/08/22 and named for reference the Shareholder Association for Research and Education.

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 & SCOPE

2.01

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees employed by the Shareholder Association for Research and Education, except those excluded by the Certification.

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 Vancouver 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 RIGHTS

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 Company 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 Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at Suite 202, 9292 200 Street, Langley, B.C.

- b) become members of the Union within sixty five (65) 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 Company 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 Company 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 Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company'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, Canada
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 2009
Attn: Financial Secretary @ (604) 513-1851

- f) The Company 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 agrees to indemnify and save the Company 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.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 Hours of work

- a) The standard workday will consist of seven (7) hours worked between the hours of **7:00** a.m. and 6:00 p.m. in the employee's time zone with a designated sixty (60) minute lunch period.

- b) Hours worked in excess of seven (7) in one day shall be banked as overtime at equivalent straight time hours, as set out in Article 5.04, below, and taken off work at a time mutually agreeable to the employee and the Employer.

5.02 Change of Start and Stop Times

By mutual agreement between the Employer and the **employee**, the regular starting and stopping times of standard work shifts may be changed.

5.03 Regular Week

Five shifts, Monday to Friday, day shift inclusive, will constitute a regular week's work.

5.04 Work Performed on Saturday, Sunday and Office Holiday

Time spent in work (or in travel for work) on an employee's regular day off, shall be banked as equivalent straight time hours.

Any time worked on a Statutory Holiday shall be banked as overtime at a rate of 1.5 times the classified rate.

5.05 Authorization for Overtime

Overtime is defined as authorized time an employee is required to work in excess of seven hours of work per day. Employees shall normally request authorization to work overtime from their supervisor.

In situations where an employee is unable to obtain authorization in advance, they must advise their supervisor as soon as possible of the overtime worked and provide a rationale as to why pre-authorization was not possible.

Advanced authorization will not be required should an employee need to work up to five hours of overtime in a given work week. The employee shall record, on their timesheet, a rationale as to why the additional of overtime was required on that given work day.

5.06 Banking of Overtime

Employees may bank up to seventy (70) hours of paid time off which may be taken at a mutually agreed upon time between the Employer and the Employee in blocks of no less than (1/2) one half of a day. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such agreement is not made, all banked time not taken will be paid at the conclusion of the calendar year.

5.07 Travel on Business

If an employee is required to work away from their normal office, all time spent travelling to the temporary site, as well as time spent after normal hours in networking or work-related client or partner events shall be considered working hours.

ARTICLE 6 - OFFICE HOLIDAYS

6.01 a) All Employees covered by this Agreement will receive seven (7) hours' 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:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. B.C. Day/Civic Holiday
8. Labour Day
9. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day

and any other day declared a Statutory Holiday by the Provincial Government.

b) Employees may opt to select St. Jean Baptiste Day (June 24) as an Office Holiday instead of 6.01(a)(5) Canada Day, but after so choosing, may not alter their selection in a given year. Employees shall declare their choice between St Jean Baptiste or Canada Day by March 1 each year, by notifying their manager of their choice.

c) As per Company policy, Employees will be entitled to time off beginning at noon on Christmas Eve and inclusive to 1st day of work after New Year's Day.

d) SHARE's offices shall close for business, and employees are entitled to time off with pay, and without loss of credits, commencing halfway through the work day on the Friday immediately preceding Victoria Day holiday.

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 or at any other mutually agreed time of year.

6.04 In order to qualify for seven (7) hours pay for the above Office Holidays, the Employee must have been employed a minimum of thirty (30) consecutive calendar days with the Employer.

6.05 Disciplinary action may be taken in instances where Employees fail to work the day before or the day after an Office Holiday, except where permission was previously obtained, or the Employee has a justified reason for being absent.

6.06 Employees not actively employed because of:

- layoff
- leave of absence
- illness and not eligible for WCB payments for the involved Office Holiday(s)
- injury and not eligible for WCB payments for the involved Office Holiday(s)

and who work a minimum of one (1) shift within the fourteen (14) day period prior to, or the fourteen (14) day period following the Office Holiday(s) in question, will qualify for Office Holiday pay for such Office Holiday(s).

6.07 An Employee required to work on any of the above-named holidays will be paid at overtime rates for all hours so worked in addition to his/her Office Holiday pay.

6.08 Float Days

To help deal with the stress of a busy work life, there are six (6) extra paid days away from work that every Employee is entitled to receive. Float Days may be taken by mutual agreement between the Employer and the Employee. Float Days may not be added to vacations. Float Days may not be accumulated and must be used up each year.

ARTICLE 7 - VACATION WITH PAY

a) Employees will earn vacation time off with pay, as set out below:

Start date to end of probationary period	0.83 days/month
End of probationary period to 36 months	15 working days/year
Month 37 to Month 120	20 working days/year
Month 121 onwards	25 working days/year

b) The employee's entitlement for the following 12 months will be placed in each employee's "bank" on their anniversary date subject to 7.01(e), below.

c) To celebrate the tenth, fifteenth, and twentieth year with the Employer, an extra five (5) working days paid holiday will be given. The tenth anniversary bonus days are taken in the 12 months following the 120th month of service; the fifteenth anniversary bonus days may be taken between month 180 and month 240; the twentieth anniversary bonus days may be taken between month 240 and month 300.

d) The Employee may request vacation periods on a seniority basis prior to February 28 and on a first come first served basis after that date. The Employer will approve requests as quickly as possible, taking into consideration operational needs

e) An Employee who leaves the employment of the Employer for any reason will receive pro-rated vacation pay based on the Employee's entitlement above. For clarity, an employee who leaves employment three months after their anniversary date will be provided with their vacation entitlement for only those three months.

f) In general, vacation can not be accumulated or waived, but must be taken within twelve months of the anniversary date in each year of employment. Employees may request to carry forward up to five (5) calendar days to the next twelve (12) months. Such application will not be unreasonably denied. Any unused vacation not approved as carried forward will be paid out on the first pay cheque after their anniversary date. The Employer is committed to ensuring that employees take all earned vacation annually. If Employees do not plan and book vacation, the employer has the right to assign vacation days to ensure all vacation days are taken.

ARTICLE 8 - SENIORITY

8.01 Seniority Principle

- a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. For the purposes of greater certainty, it is agreed that the term "seniority" as used herein, shall have reference to an Employee's right to a job based upon his/her length of service with the Employer, and his/her ability to efficiently fulfill the job requirements.
- b) All promotions, demotions, transfers, filling of vacancies, layoffs, terminations, vacations, shifts and re-hiring after layoffs or termination will be done strictly in accordance with the principles set forth in 8.01 a).
- c) Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Employer and the Unit President present.
- d) A new Employee will not have any seniority and will be considered a probationary Employee until the Employee has attained seniority by working a probationary period totaling sixty-five (65) workdays.

Upon completion of such probationary period, the Employee will acquire seniority status and will have his or her seniority date backdated to the date of the Employee's original date of hire. Seniority will be on an office-wide basis, and will mean total length of service in the bargaining unit, as defined above.

8.02

Seniority will be maintained and accumulated until it is lost under 8.03 below.

8.03

An Employee will lose all seniority rights, and his/her name will be removed from all seniority lists for any one of the following reasons:

- a) If the Employee voluntarily quits
- b) If the Employee is discharged for just and reasonable cause, and is not reinstated in accordance with the provisions of this Agreement
- c) If the Employee is recalled to work, and does not report within five (5) work days after the Employee has been notified to do so by the Employer by registered mail or priority courier to the Employee's last known address. (A copy of such notice shall be sent to the Union). However, should the registered/couriered letter not be delivered in the ordinary course of mail, though no fault of the Employee, the five (5) work day period will commence only after the Employee has become aware of the recall
- d) Is on layoff for a period of time equal to the Employee's service up to one (1) year

8.04

Shop Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy of such seniority list will be mailed to the area office of the Union, and a copy posted on the Employer bulletin boards for Employees' inspection. The Employer will not be required to post the Employees' personal information such as addresses and telephone numbers. The Employer agrees to provide the Union every December 31st with a seniority list, which includes the Employees' addresses, telephone numbers and rates of pay.

ARTICLE 9 - SAFETY & HEALTH

9.01 Health & Safety - Responsibility

- a) The Company agrees that it must ensure the health and safety of all workers working for the employer; and
 - i) For workers based in British Columbia, comply with the BC *Workers Compensation Act*, associated regulations and any applicable orders.
 - ii) For workers based in Ontario, comply with the Ontario *Occupational Health & Safety Act*, associated regulations, and any applicable orders
- b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety with the object of eliminating all workplace accidents.

9.02

The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the Workers Compensation Act as amended from time to time, and

- a) To make a monthly inspection of the office or place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
- b) To investigate promptly all serious accidents, and any unsafe conditions or practices that may be reported to it. Such investigations will include accidents the might have caused an injury to a workman, whether or not such injury occurred.
- c) To hold regular meetings (monthly if requested by the Employer or Union Safety Committee) for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

9.03

No disciplinary action will be taken against any Employee by reason of the fact that the Employee has exercised the right conferred upon the Employee under the Act respecting the Occupational Health and Safety Regulation.

9.04

The Employer will supply, at no cost to the Employee, all protective clothing and other devices deemed necessary to protect Employees from injuries arising from their employment with the Employer.

9.05

All safety meetings and tours of office will take place during working hours.

9.06

The Employer and the Union agree to promote safety and hygiene in the office to follow procedures as outlined in Occupational Health and Safety Regulation. A Union selected representative of the Occupational Health & Safety Committee will accompany Managers on a monthly tour of inspection.

9.07 Refusal of Unsafe Work

- a) In accordance with the provisions of section 3.12 of the BC Occupational Health and Safety Regulation and Part V of the Ontario *Occupational Health & Safety Act*, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- b) Where the employer offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rationale for the refusal. This must be done in the presence of the person who originally refused the work or, in their absence, another worker chosen by that person able to explain the reasons for the refusal.

9.08

The Union will be notified immediately of each accident or injury. The Occupational Health & Safety Committee will investigate and report, as soon as possible, on the nature of the accident or injury.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Human Rights

The Employer and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of Employees because of race, sex, sexual orientation, gender identity or expression, ancestry, creed, religion, national origin, colour, age, marital status, physical or mental disability, union activities, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or the intended employment.

10.02

- a) The Union and the Employer recognize the right of Employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee.

b) General Definitions & Examples

Discrimination in the workplace is a deliberate action or decision that excludes a person or a group from equal access to employment opportunities because of a personal characteristic, such as their race, sex or gender identity. Harassment is a particular type of discrimination and includes any unwelcome conduct related to any of the prohibited grounds of discrimination in applicable human rights legislation. It may be any singular or repeated comment, gesture, contact or conduct that is known or ought reasonably to be known to be unwelcome.

This discrimination and harassment policy prohibits any form of harassment even if it is not technically unlawful or contrary to human rights legislation. Harassment includes, but is not limited to, any conduct, comment, gesture or contact that is likely to have the effect of:

- Creating an intimidating, coercive, hostile, offensive, or “poisoned” work environment;

- Unreasonably interfering with an individual's performance or opportunity for training or promotion;
and/or
- Denying an individual dignity and respect.

Conduct may be found to constitute "harassment" even if the person responsible for the conduct did not intend to harass or offend. Behaviour constituting harassment is often a matter of perception and interpretation. It is important to recognize that a determination concerning harassment will focus on the actual effect of the conduct, and not the intended effect of the conduct.

Broadly speaking, there are three frequent areas of harassment — sexual, racial, and disability harassment. Harassing conduct is usually one-sided and coercive, may be overt or implicit, and may include the following:

Examples of Sexual Harassment

- Sexual advances, comments, favours and jokes
- Sexual innuendo (even perhaps in the guise of humour)
- Sexually suggestive remarks or other verbal abuse about gender
- Touching or patting inappropriately
- Demands for sexual favours
- Leering, or inappropriate staring or invitations
- Comments about someone's body or shape
- Offensive written or visual materials and language, such as graffiti and nude or degrading pictures
- Sexual or physical assault
- Insulting words of a sexual nature
- Implied or actual threats to the victim or his/her job
- Unwelcome questions or comments about sexual activities
- Placing a condition of a sexual nature on employment, rewards, avoidance of punishment, or opportunities for training, transfers or promotion

Examples of Racial Harassment

- Unwelcome comments, jokes, hints or teasing about a person's racial or ethnic background, colour, ancestry or citizenship
- Displaying pictures or materials that are offensive or make fun of racial groups
- Refusing to work with or talk to someone because of that employee's racial background
- Playing practical jokes or making insulting gestures toward someone because of their racial

background

- Insulting race-related comments about characteristics or dress

Examples of Disability Harassment

- Ridiculing someone's disability; for instance, teasing someone about his or her speech impediment or imitating the manner in which someone walks with a limp
- c) In cases of harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where harassment may result in the transfer of an Employee where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his or her will.
- d) An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- e) An alleged offender under this clause shall be entitled:
- (i) To be given notice of the substance of a grievance under this clause
 - (ii) To be given notice of and to attend, participate in and be represented at any arbitration hearing, which is held as a grievance under this clause
- f) An Arbitrator, hearing a grievance under this clause, will have authority to:
- (i) Act as a mediator/arbitrator upon application of either party;
 - (ii) Dismiss the grievance;
 - (iii) Determine the appropriate level of discipline;
 - (iv) Make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- g) An alleged offender under this clause will not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the arbitrator.

10.03

The Employer and the Union agree to observe the provisions of the Charter of Rights.

10.04

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.

10.05 Union Representation

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing Employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.

- c) The Employer will be notified by the Union of the names of the Shop Steward, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) Employees plus the Unit President.
- e) When the legitimate business of a Unit President, Grievance Committee Member, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- f) The Employer agrees that Unit President, Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business. This time will not qualify for overtime and will be limited to 7 hours per day.

10.06 Negotiating Committee

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, 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.

10.07 Notice of Lay-off

All Employees with seniority will be given in writing the following notice of layoff or salary in lieu of notice:

- a) Two (2) weeks' notice where the Employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

The period of notice will not coincide with an Employee's annual vacation.

- c) In the event of layoff, all banked time and remaining vacation time will be paid out at the point of layoff.

10.08 Recall Procedure

Laid off Employees with seniority will be given the first opportunity to be rehired.

10.09 Jury Duty

An Employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance up to ninety (90) days. After ninety (90) days the Employee agrees to meet with the Union to discuss further remedies. The Employee shall reimburse the Employer to the full amount of the jury pay or witness fees received by the Employee. For purposes of this clause, all Employees shall be considered as being on day shift.

10.10 Bereavement Leave

Employees will be granted three (3) days leave of absence with pay, plus two (2) days for travel with pay if needed, in case of a death in the immediate family. "Immediate family" shall mean spouse, parents, grandparents, children, brothers, sisters, mother-in-law and father-in-law, brother-in-law and sister-in-law.

10.11 Compassionate Leave

If there is a death or serious illness in the Employee's family, the Employee will receive a special leave with pay for three days plus two days for travel time if needed. The Employee will also receive with pay one (1) day to attend the funeral of a close friend.

If the Employee takes Compassionate Leave for these reasons, it does not affect the Employee's salary, sick leave or holiday time.

10.12 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.

10.13 Training and Development

- a) Pay for Education Days will be calculated at straight time hourly rates up to a maximum of seven (7) hours per day.
- b) Requests for attendance at course, seminars, or training may be initiated by an employee or their Manager. If approved, the Employer agrees to cover the cost of attending such courses, seminars or training up to **\$1800.00** per calendar year.
- c) If an approved course, seminar or training takes place outside regular working hours, the Employer agrees to reimburse the employee for reasonable child care expenses as provided under Article 10.12.

- d) If an employee requests and attends an approved course, seminar, or training paid for by the Employer and resigns his/her employment during the subsequent 12 month period, he/she must repay a pro-rata portion of that cost.
- e) Upon request, the employee must provide the Employer with proof of successful course completion.

10.14 Appendices

The attached Appendices are part of this Agreement and the parties are bound by their terms.

10.15 Union Representative

If an authorized representative, who is not employed by the Employer, wants to speak to a Local Union Representative about a grievance or other official business, such representative will advise the Employer or the designated representative, who will then call the Local Union Representative to an appropriate place where they may confer privately.

10.16 Bulletin Boards

The Employer agrees to provide bulletin boards in the office for the purpose of posting union and official information. Notices will be signed and posted only by officers of the Union, and will be in keeping with the spirit and intent of this Agreement.

10.17 Reporting Allowance

If an Employee reports for work on the Employee's scheduled shift, without having been previously notified not to report, the Employee will be given at least seven (7) hours work at the Employee's regular rate of pay, or if no work is available, the Employee will be paid the equivalent of seven (7) hours at his or her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.

10.18 Consultation with Union - Prior to Certain Changes

The Employer agrees to consult with the Shop Steward or Grievance Committee Member, if available on the premises prior to discharging, laying off, transferring, promoting or demoting any Employee.

10.19 Notices between Employer and Union

Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to it at its registered address. Any notice to be given to the Union under the terms of this Agreement will be given by registered mail addressed to the Secretary of the Union at its registered address.

10.20 Manager's Identification

The names of all Managers setting forth their official status will be posted on the Employer's bulletin board(s).

10.21 Contracting Out

The Employer will not contract out bargaining unit work that will result in the layoff of Employees in the bargaining unit.

The Employer and the Union recognize an obligation to maintain and respect the integrity of the bargaining unit by avoiding unnecessary contracting out of work normally performed by members of the bargaining unit. The parties also recognize that there are instances in which contracting out to non-bargaining unit members is reasonable and acceptable.

10.22 Pay Days

- a) Wages will be paid on the 15th and end of the month by direct deposit. 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 due to the Employee as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day, unless mutually agreed otherwise.
- 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, unless mutually agreed otherwise.

10.23 Disabled Employees

In the unfortunate instance that an Employee should sustain injuries or become affected by disease, resulting in a disability, every effort will be made by the Employer to give the disabled Employee such suitable employment as is available.

10.24

The Employer agrees with the Union's request to establish a payroll deduction plan for Employees who want to contribute to the Steelworkers Savings Plan. Details of such plan shall be as mutually agreed between the Employer and the Union.

10.25 Picket Line

No Employee shall be required to cross a legal picket line that has been recognized by the Union.

10.26 Severance Pay

An Employee whose services are terminated due to a merger, consolidation or a permanent suspension of operations, will receive at time of reduction:

Full-time Consecutive Service

Up to two (2) years
More than two (2) years

Severance Pay

One (1) week
Two (2) weeks' pay for every year of full-time service.

10.27 Joint Labour Management Committee

The Employer and Bargaining Unit mutually agree to constitute a Joint Labour Management Committee. The Committee will consist of Union Representatives and the Employer. The Union Committee will be elected or appointed from the Bargaining Unit.

The Joint Labour Management Committee shall meet at least bi-monthly or upon request of either party.

Subject matter will include, but is not limited to:

1. Policy/Rules
2. Workloads
3. Employee Assistance

10.28 Duty to Accommodate

The Employer agrees to comply with all Provincial and Federal statutes regarding Duty to Accommodate.

10.29 Humanity Fund

The Employer agrees to donate one hundred dollars (\$100.00) for each Employee yearly to the United Steelworkers Humanity Fund, 234 Eglinton Avenue East, Suite 800, Toronto, Ontario M4P 1K7

10.30 Sick Leave

Employees will accumulate in each year two and one-twelfth days of sick leave with pay for every month of work subject to the following:

- a) If an employee is required to take time off for occasional illness, or for medical appointments such employee may draw from his or her sick leave accumulation. In the case of an illness or injury requiring a longer absence from work, the employee may also elect to draw from the sick leave accumulation prior to accessing employee's Short Term Disability benefits under this Agreement.
- b) An employee is not able to work because of illness, such employee must notify the employee's Manager immediately so that the employee's responsibilities can be taken care of while the employee is away.

- c) Employees must also keep their Employer advised each day they are absent, and where possible provide an estimated return to work date.
- d) At the end of each year, a maximum of 10 days of unused sick leave will be banked. At no time shall the total number of accumulated and banked sick leave days in a calendar year exceed thirty-five (35).

10.31 Education and Training Fund

- a) 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.
- b) The money shall be made payable to Local Union 2009 Education and Training Fund, Suite 202, 9292 200 Street, Langley, B.C. 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.

10.32 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 records 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.

10.33 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 30 minutes on their own time 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. At no time shall an Employee remove nor alter any documents from the file without prior agreement.

10.34 Discipline

When the Employer meets with an Employee in order to inform him/her of formal disciplinary action to be taken, a Union representative may accompany the Employee, if one is reasonably available. For the purpose of this Article, "formal disciplinary action" refers to written warnings, suspension or discharge

10.35 SOAR Fund

- a) The Company shall contribute to the Union the sum of one cent (\$.01) for each hour worked for the SOAR Fund. (Steelworkers Organization of Active Retirees).

- b) The money shall be made payable to Local Union 2009 SOAR Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each Employee.

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 an 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 Manager 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 Grievance Committee (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 ten (10) working days after the grievor or the Union first become aware of the alleged violation of the Agreement.

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 Discharge and Disciplinary Action

- a) A claim by an Employee, that he or she has been warned, discharged or suspended, without just cause, will be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance procedure within ten (10) working days after the Employee receives notice that he or she has ceased to work for the Employer or returns to work after a suspension, as the case may be.

Such special grievance may be settled by any arrangement, except loss of seniority, which in the opinion of the conferring Parties, or an Arbitrator under this Agreement, is just and equitable.

- b) When an Employee has been dismissed without notice, the Employee will have the right to interview his or her Shop Steward for a reasonable period of time before leaving the Employer's premises.
- c) All derogatory notations on an Employee's record shall be removed after fifteen (15) months, unless it involves harassment, in which case the notations shall remain for the entire period of employment.
- d) (i) The Employer shall not take disciplinary action without first warning the Employee.
(ii) Warnings shall be given in writing to the Employee, and a copy shall be provided for the Union.

ARTICLE 12 - EXPEDITED ARBITRATION/ARBITRATION

12.01

Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps.

12.02

The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.

12.03

If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) consecutive calendar days after referral to Expedited Arbitration.

12.04

The Union and Employer agree that grievances referred to Expedited Arbitration will be adjudicated by a **mutually agreed to single arbitrator**.

12.05

A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.

12.06

Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 12 and all arbitrations referred under Article 12 must be held within ninety (90) consecutive calendar days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARBITRATION

12.07

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 arbitratable, or where 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.

12.08

Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a **mutually agreed to** single arbitrator.

12.09

The arbitrator will 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.

12.10

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.

12.11

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.

12.12

If, during the life of this Agreement, one of the Arbitrators names in 12.08 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.

12.13

Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own

expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

12.14

No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the Grievance Procedure.

12.15

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 amend any of the provisions of this Agreement.

12.16

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.

12.17

At arbitration the Employer will compensate the grievor, the grievor's steward, the local union president and up to three necessary witnesses for time spent at the arbitration hearing, including an allowance of one-half hour for time used by such Employees to travel from work to the hearing, and one-half hour for time used to return to work.

12.18

It is hereby agreed by both parties that the Employer will not subpoena or call as a witness in any arbitration proceedings any Employee from the bargaining unit, or use a signed affidavit or a deposition from a bargaining unit Employee. It is also agreed that the Union will not subpoena or call as a witness in such proceedings any Manager of the Employer, or use a signed affidavit or a deposition from a Manager of the Employer.

Clause 12.18 will not apply in cases of harassment or violence.

ARTICLE 13 - WELLNESS AND WELFARE

13.01

During the term of this Agreement, the Employer will provide the Group Health Insurance Benefits as stipulated in Great West Life Policy# 155940, for all Employees and their eligible dependents.

13.02

To support and encourage Employee health and wellness, the Employer will reimburse the Employee for fifty percent (50%) of the cost of a structured fitness program, to a maximum of five hundred dollars (\$500) each calendar year.

13.03

Vision Care –\$500.00 every 24 months.

Dental Care –Major Dental Coverage to 80%.

ARTICLE 14 - LEAVE OF ABSENCE

14.01

An Employee with twelve (12) or more months of services will be allowed a short term leave of absence up to three (3) months without pay for personal reasons, if:

- a) The Employee requests it in writing from the Employer, 30 calendar days prior to the requested leave start date when reasonably possible to do so, and
- b) The leave is for a good reason, and does not interfere unduly with operations, except in emergency situations when leave will be granted in any event.

An Employee with five (5) years to ten (10) years of service may be allowed a leave of absence up to six (6) months without pay for personal reasons if 14.01 a) and b) are followed.

An Employee with ten (10) or more years of service may be allowed a leave of absence up to one (1) year without pay for personal reasons if 14.01 a) and b) are followed.

14.02

One (1) Employee who has been elected or appointed by the Union to attend union conventions or conferences or other union business shall be granted unpaid leave of absence for this purpose. The Union will notify the Employer in writing, not less than ten (10) working days prior to the start of the leave, of the name of the delegates.

14.03

Legitimate union business of two (2) shifts or less will be considered a valid reason for unpaid leave of absence. The Union agrees to give the Employer as much prior notice as possible of such leave. In addition, the Union agrees to have regard to the Employer's operational requirements when requesting such leave. This leave will be limited to a total of two (2) Employees at any one time.

14.04

The Employer will grant an Employee an unpaid leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The Union agrees to have regard to the Employer's operational requirements when requesting such leave. The Employee must request the leave of absence in writing, and the Union must approve it. This leave may be extended for additional three (3) years periods by mutual agreement.

14.05 Maternity, Parental and Adoptive Leaves

- 1. Maternity, Parental and Adoptive leaves will be granted in accordance with provincial and federal employment legislation.

2. Upon returning to work following a maternity or parental leave, an employee will be reinstated to their previous position. If this is not possible, the employee will be reinstated to a comparable position at the equivalent salary level.
3. SHARE will provide a "top up" to 93 per cent of an employee's wage to supplement Employment Insurance while on "maternity" leave of up to 17 weeks, and up to 13 weeks of "parental" leave, subject to the following conditions:
 - a. An employee has completed the probationary period prior to commencing the leave.
 - b. An employee is in receipt of either "maternity" or "parental" leave benefits through the federal EI program during the time of their leave, or is in the one-week waiting period for "maternity" leave.
 - c. The top up is calculated based on the application of "standard" EI parental leave amounts. For employees receiving the "extended" leave amount from EI, the amount of top up provided by SHARE will continue to be calculated based on the "standard" EI payment.
 - d. For clarity, an employee eligible for both Maternity and Parental leave under EI is eligible for a total of up to 30 weeks of "top up" from SHARE (or the equal amount, extended over a longer period of job protected leave). An employee eligible for only Parental leave under EI is entitled to 13 weeks of "top up" from SHARE (or the equal amount, extended over a longer period of job protected leave).
4. During the time of leave under 14.05.03 SHARE shall continue to provide contributions to the employee pension under Article 17.01.
 - i. Employees on leave may select to continue contributions to the pension, on an equal basis with the Employer. Such contributions will be deducted from the employee's "top up" pay or paid by the employee to the employer during any period in which the employer is not providing "top up" pay.
 - ii. The contribution deducted or paid to the employer by the employee will be equal to five percent of the total "top up" amount being claimed by the employee. This amount shall be matched by the employer.
 - iii. If an employee selects not to contribute to the pension while on leave, SHARE will not make any contribution to the plan.
5. During the time of leave under 14.05.03, SHARE shall continue to provide coverage for supplemental benefits in accordance with Article 13, subject to the following:
 - a. The maximum time period during which an employee will be eligible for benefits coverage are:
 - i. For a birth-parent, while in receipt of "maternity" and "parental" leave top up from SHARE, for a total of up to 30 weeks;
 - ii. For an adoptive or non-birth parent, while in receipt of "parental" leave top up from SHARE, for a total of up to 13 weeks.

- b. For clarity, an employee choosing to extend their leave under 14.05.3 d) will not have their benefits coverage continued during the extended period.
6. During the time of leave under 14.05.03 employees will continue to accrue seniority, vacation and sick-time entitlements, subject to the terms of the collective agreement.
7. Subject to the terms of the collective agreement, employees will continue moving through the salary grid.
8. In the interest of a harmonious workplace, employees shall provide SHARE with as much notice as practicable with respect to the start and end dates of leaves.
9. Employees should speak with their reporting director as soon as practical to understand their entitlements and plan accordingly. Employees are always encouraged to ask for advice from their union representatives in understanding their rights.
10. A non-birth parent or adoptive parent is entitled to up to three (3) days leave with pay after birth date or date of coming-into-care of the child. Employees utilizing the three (3) day paid leave must notify their reporting Director and Human Resources of the expected due date or date of coming-into-care of the child.

14.06 Domestic Violence Leave

- a) The Parties recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Employees experiencing domestic violence or abuse will be able to access up to five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements (including legislated leave for domestic violence issues) and may be taken as consecutive or single days or as a fraction of a day, upon approval.
- c) The employee, Union and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 15 – Salary Grid

15.01 Salary Grid

- a) The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Appendix "A" attached hereto, and forming a part of this Agreement, subject to the following rules, and to the *Letter of Understanding #3 Regarding Pay Administration*.
- b) Employees shall move up one step on the grid every twelve (12) months of their employment in the job classification to the maximum of the highest step on the grid for the classification.
- c) The advancement will be applied on the anniversary date of the employee's start date at their current classification. For clarity, when an employee is successful in a competition for a higher classification, or promoted from one classification to a higher classification, future advancement will be applied on the anniversary of the date of commencement of the role at the new classification.
- d) Where an employee is promoted to a classification in a higher salary grade, the employee will ordinarily be placed at the first step of the new classification. Should the salary for the first step of the

new classification be less than one (1) percent higher than the employee's current salary, the employee will be placed at the step in the new classification that is equal to or more than a one (1) percent increase in their current annual salary.

15.02 Temporary Transfer

An Employee who is temporarily transferred to meet the Employer's convenience to another job for which the regular rate is less than that which the Employee is receiving, the Employee shall retain his or her former rate, and if such transfer is to a job with a higher rate, the Employee shall receive the higher rate paid for such job. Such transfers will not exceed six (6) months.

15.03 New or Changed Job Classification

- 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) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

15.04 Rate Retention

All Employees with seniority who have received a classification rate for ten (10) shifts or more will, if reduced to a lower rated classification, continue to retain and receive the higher rate for thirty (30) calendar days. If the Employee reverts to a higher rated job during the aforementioned thirty (30) day period of rate retention and is subsequently moved to a lower rated job, the Employee will continue to re-qualify himself/herself for a thirty (30) day retention period each time the Employee reverts to the Employee's higher rated job.

ARTICLE 16 - JOB POSTINGS

16.01 Competitions and Postings

- a) All positions in the bargaining unit which will be vacant for more than thirty (30) calendar days, and all new positions will be posted *internally by email and held open for application* for three (3) full workdays prior to any external postings or candidate selection.
- b) New positions shall be posted immediately as they occur.
- c) Internal candidates will be selected subject to 8.01 of this Agreement.
- d) The job posting procedure will be completed prior to outside recruiting or advertising.
- e) Where the employer intends to re-post a position for which a competition has been previously held within the preceding three months, the employer may:
 - a. Forgo further internal posting and offer the position to an internal applicant in the previous pool of internal candidates;
 - b. If there were no qualified internal candidates in the previous competition, proceed directly to an external competition.

- c. The employer will provide the union with written notice of its intent to fill positions under the provisions of Article 16.01.e)

16.02

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 posting

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

- a) The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.
- b) 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.
- c) 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.

16.05 Promotions

- a) Subject to the below, the Employer may promote an employee to a higher job classification, when there is no addition to staff complement.
- b) When an employee is promoted without competition, the Employer shall provide the union with disclosure of its intention to do so. The Employer will provide as much notice as possible and not less than 3 working days' notice. The disclosure will include:
 - i. The incumbent's current job description;
 - ii. The new job description; and
 - iii. A short rationale for the change in job duties.

ARTICLE 17 – PENSION

17.01

- a) All regular full-time employees shall participate in the DB-Plus Pension Plan. Those directly employed on an other-than-regular full-time basis shall have the option of participating in the DB-Plus Pension Plan.

- b) The Employer's contributions shall be five percent (5%) of the employee's base earnings annually.
- c) Unless otherwise excepted by LOU #1, an individual employee's contribution shall be five percent (5%) of the employee's base earnings annually.

17.02

Employees who retire or voluntarily terminate their employment will have the option within 30 days of the employment termination date to convert the Group Life Insurance Policy to an Individual Life Insurance Policy. The Premium will be the retiring employee's responsibility.

17.03

Employees who retire with at least five (5) years of continuous service will be provided with a travel certificate in the amount of \$100.00 for each year of service.

ARTICLE 18 – WORK PLACE POLICIES

18.01

The Employer agrees to discuss with the Union prior to changing any workplace policies that may affect Employees in the Bargaining Unit (those policies found in the HR Policy Manual). It is agreed that the Employer has sole discretion to add, modify or delete workplace policies. It is further agreed where a policy is in conflict with the Collective Agreement, the Collective Agreement will prevail.

ARTICLE 19 - DURATION OF AGREEMENT

19.01

This Agreement shall be for the period from and including **May 1, 2022 to and including April 30, 2025** 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 **April 30, 2025** or immediately preceding the last day of December in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

19.02

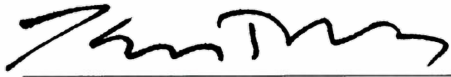
Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement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

19.03

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

IN WITNESS WHEREOF the Parties executed this Agreement this 3rd day of Aug, 2022

On Behalf of the Employer
Shareholder Association for Research and
Education



On Behalf of the Union
ON BEHALF OF LOCAL UNION
UNITED STEELWORKERS
2009





Tamara Herman



Appendix A – Wage Schedule

CLASSIFICATIONS

Job Classification	Title	Wage Group
Associate (Program/Administrative)	Engagement & Advocacy Associate	1
	Data, Research and Administration Associate	
	Administrator, Human Resource Support	
	Administrator, Business and Systems Support	
	Business Development Associate	
Officer (Program, Communications Research or Advocacy)	Program Officer, Committee on Workers' Capital	2
	Engagement Research Officer	
	Program Officer, Capital Strategies	
	Research Officer	
Senior Officer/Specialist (Senior Program Officer, Engagement or Research Specialist)	Engagement Advocacy Specialist	3
	Engagement Research Specialist	
	Senior Program Officer	
Manager (Program or Project)	Project Manager, Reconciliation and Responsible Investment Initiative	4
	Manager, Corporate Engagement & Advocacy	
	Manager, Communications Strategy	
	Program Manager, Capital Strategies	
	Program Manager, Responsible Investment Education & Advisory	
Senior Manager (Program or Project)	Vacant	5

The parties have agreed to the following salary grid for the term of the contract:

Effective on signing, retroactive to May 1, 2022						
		Level 1	Level 2	Level 3	Level 4	Level 5
Step A		\$61,000.00	\$68,000.00	\$74,000.00	\$80,000.00	\$85,000.00
Step B	\$1,000.00	\$62,000.00	\$69,000.00	\$75,000.00	\$81,000.00	\$86,000.00
Step C	\$1,000.00	\$63,000.00	\$70,000.00	\$76,000.00	\$82,000.00	\$87,000.00
Step D	\$1,250.00	\$64,250.00	\$71,250.00	\$77,250.00	\$83,250.00	\$88,250.00
Step E	\$1,250.00	\$65,500.00	\$72,500.00	\$78,500.00	\$84,500.00	\$89,500.00
Step F	\$1,500.00	\$67,000.00	\$74,000.00	\$80,000.00	\$86,000.00	\$91,000.00
Step G	\$1,500.00	\$68,500.00	\$75,500.00	\$81,500.00	\$87,500.00	\$92,500.00
Effective June 1, 2023 – 2 percent increase to base						
		Level 1	Level 2	Level 3	Level 4	Level 5
Step A		\$62,220.00	\$69,360.00	\$75,480.00	\$81,600.00	\$86,700.00
Step B	\$1,000.00	\$63,220.00	\$70,360.00	\$76,480.00	\$82,600.00	\$87,700.00
Step C	\$1,000.00	\$64,220.00	\$71,360.00	\$77,480.00	\$83,600.00	\$88,700.00
Step D	\$1,250.00	\$65,470.00	\$72,610.00	\$78,730.00	\$84,850.00	\$89,950.00
Step E	\$1,250.00	\$66,720.00	\$73,860.00	\$79,980.00	\$86,100.00	\$91,200.00
Step F	\$1,500.00	\$68,220.00	\$75,360.00	\$81,480.00	\$87,600.00	\$92,700.00
Step G	\$1,500.00	\$69,720.00	\$76,860.00	\$82,980.00	\$89,100.00	\$94,200.00
Effective June 1, 2024 – 2 percent increase to base						
		Level 1	Level 2	Level 3	Level 4	Level 5
Step A		\$63,464.40	\$70,747.20	\$76,989.60	\$83,232.00	\$88,434.00
Step B	\$1,000.00	\$64,464.40	\$71,747.20	\$77,989.60	\$84,232.00	\$89,434.00
Step C	\$1,000.00	\$65,464.40	\$72,747.20	\$78,989.60	\$85,232.00	\$90,434.00
Step D	\$1,250.00	\$66,714.40	\$73,997.20	\$80,239.60	\$86,482.00	\$91,684.00
Step E	\$1,250.00	\$67,964.40	\$75,247.20	\$81,489.60	\$87,732.00	\$92,934.00
Step F	\$1,500.00	\$69,464.40	\$76,747.20	\$82,989.60	\$89,232.00	\$94,434.00
Step G	\$1,500.00	\$70,964.40	\$78,247.20	\$84,489.60	\$90,732.00	\$95,934.00

LETTER OF UNDERSTANDING #1
between

UNITED STEELWORKERS

(ON BEHALF OF LOCAL UNION 2009)

and

SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION

Re: DB-Plus Pension Plan Enrolment

In 2019, the Parties agreed to transfer employees from an RRSP plan to the DB-Plus Pension. Employees were given a one-time option at January 1, 2019 to begin their contributions at five percent (5%), or to begin at one percent (1%) increasing annually each January 1 by an additional one percent (1%), to a maximum of five percent (5%) beginning January 1, 2023.

Any employees hired subsequent to January 1, 2019 are required to begin contributions as five percent (5%), per Article 17 of the Collective Agreement.

IN WITNESS WHEREOF the Parties executed this Agreement this

3rd day of August
2022

On Behalf of the Employer
Shareholder Association for Research and
Education

On Behalf of the Union
United Steelworkers, Local 2009





Tamara Herman

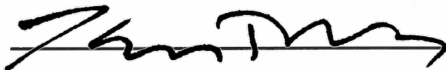
LETTER OF UNDERSTANDING #2
between
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)
and
SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION

In the 2019 negotiations, the Parties recognized that the only employees remaining within the scope of the certification issued on April 29, 2009 (varied on December 20, 2016) were those employed in the classifications listed for SHARE.

If, at some point in the future, any of the other organizations covered under the same certification (Canadian Association of Union Services, Columbia Foundation, Columbia Institute, and Working Enterprises Tax Services) engage any employees, within the scope, the Parties will meet to discuss appropriate wage classifications.

IN WITNESS WHEREOF the Parties executed this Agreement this 3rd day of
August 2022

On Behalf of the Employer
Shareholder Association for Research and
Education



On Behalf of the Union
United Steelworkers, Local 2009



Tamara Herman

LETTER OF UNDERSTANDING #3
between
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)
and

SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION

RE: Pay Administration

The parties agree to the following placement of employees on the salary grid set out in Appendix A of the Collective Agreement.

Each incumbent will be placed on the revised grid, as set out below. Each incumbent will be eligible for advancement on the grid, in accordance with Article 15.01 of the Collective Agreement.


The parties agree that the union will have 90 days from the date of ratification to identify any errors.

Last Name	First Name	Title	Hired or promoted	Next advancement date	Placement Effective May 1, 2022
Bastien	Joseph	Project Manager, Reconciliation and Responsible Investment Initiative	01-Jan-22	01-Jan-23	4A
Couturier-Tanoh	Sarah	Manager, Corporate Engagement & Advocacy	01-July-21	1-July-22	4A
De Weerd	Kyela	Engagement Advocacy Specialist	03-May-22	03-May-23	3A
Deshpande	Zaee	Program Officer, Committee on Workers' Capital	08-Nov-21	08-Nov-22	2A
Dominguez	Omar	Manager, Corporate Engagement & Advocacy	12-Oct-21	12-Oct-22	4A
Gomes	Teresa	Engagement & Advocacy Associate	22-Sep-21	22-Sep-22	1A
Herman	Tamara	Program Manager, Capital Strategies	01-Mar-21	01-Mar-23	4B
Labeodan	Grace	Engagement Research Officer	20-June-22	20-June-23	2A
Lau	Joanne	Engagement Research Officer	28-Jun-21	28-Jun-22	2A
Lee	Juana	Engagement Advocacy Specialist	01-June, 22	01-June-23	3A
Lee	Kat	Communications Officer	13-June-22	12-June-23	2A
Leibovitch	Jacob	Program Officer, Capital Strategies	18-Oct-21	18-Oct-22	2A

Lewchuk	Simon	Manager, Corporate Engagement & Advocacy	18-Mar-22	18-Mar-23	4A
Lewis	Rosie	Data, Research and Administration Associate	05-Jul-21	05-Jul-22	1A
Lowe	Julia	Administrator, Human Resource Support	07-Feb-22	07-Feb-23	1A
Ramgoolam	Shalini	Senior Program Officer	01-June, 22	01-June-23	3A
Ruiz	Gabriela	Research Officer	01-June, 22	01-June-23	2A
Singh	Ajit	Engagement & Advocacy Specialist	31-Jan-22	31-Jan-23	3A
Toulch	Mike	Engagement Research Specialist	10-Feb-20	10-Feb-23	3C
Vleming	Kaitlyn	Administrator, Business and Systems Support	09-Mar-22	09-Mar-23	1A
Watkins	Amanda	Manager, Communications Strategy	01-May-22	01-May-23	4A
Wheatley	Katherine	Program Manager, Responsible Investment Education & Advisory	01-Aug-20	01-Aug-22	4B

IN WITNESS WHEREOF the Parties executed this Agreement this 3rd day of August 2022

On Behalf of the Employer
Shareholder Association for Research and Education



On Behalf of the Union
United Steelworkers, Local 2009


Tamara Herman

LETTER OF UNDERSTANDING #4
between
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)
and
SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION

RE: Benefits Improvements

During the term of this Agreement, the Employer will provide the Group Health Insurance Benefits as stipulated in Great West Life Policy #155940, for all Employees and their eligible dependents, as set out in article 13.01 of this agreement.


The parties further agree that SHARE will amend the policy 115940 to add the following additional coverages:

- 1.) Direct pay drug card, subject to restrictions set out by insurer; and
- 2.) Increase in maximum annual amount for each of 10 insured paramedical services, from the current \$500 annual maximum for each category, to \$750 per category.

The above-noted amendments are effective no later than September 1, 2022.

IN WITNESS WHEREOF the Parties executed this Agreement this 30th day of August 2022

On Behalf of the Employer
Shareholder Association for Research and
Education



On Behalf of the Union
United Steelworkers, Local 2009



Tamara Herman

LETTER OF UNDERSTANDING #5
between
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)
and
SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION

RE: Educational Placements, Co-ops and Summer Students

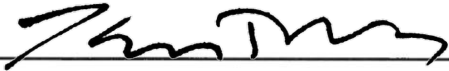
The Parties agree THAT:

1. SHARE may hire, on a short-term basis, student placements, educational co-op placements, or other placements that are primarily educational in nature.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work covered by the SHARE/USW2009 Collective Agreement. The employment of Educational Placement, Co-ops or Summer Students shall not be utilized by the Employer to avoid the creation, continuance, or filling of any regular or temporary jobs as defined in the Collective Agreement. Those hired under this LOU shall not be employed to backfill for:
 - i. leave of absence replacements,
 - ii. special projects which disallow training or employment opportunity to bargaining unit employees
 - iii. emergent considerations.
3. SHARE will ensure that any persons employed under this Letter of Understanding will have a maximum, non-renewable employment period of four (4) continuous months.
4. Such positions shall not be subject to the job posting procedures in the collective agreement.
5. Persons employed under this LOU will be paid subject to Article 15 of the collective agreement, and will be placed at Level 1, Step A. Where a student receives a stipend or other payment from an educational or other outside institution, SHARE will "top up" the payment amount to Level 1A.
6. All persons employed under this LOU will be required to become and remain USW 2009 members for the duration of their work term. Such employees will not be entitled to apply for internal competitions. SHARE will deduct and remit dues to the local, in accordance with Article 4 of the collective agreement. Individuals hired under the terms of this LOU will not be required to pay, nor will SHARE deduct the Local's "initiation fee".
7. Persons employed under this LOU will not be enrolled in the benefits plan or pension plan. Such employees will be provided pay-in-lieu of benefits and pension contributions in the amount of 10 percent.
8. USW 2009 will be advised of the individual's name, position and department prior to placement.


9. In each calendar year, SHARE will hire no more than six (6) persons under this LOU, for a collective total of no more than 24 months of placement each year.
10. Employees hired subject to this LOU will not accrue seniority.
11. Either Party retains the right to discontinue participation in this LOU with four months' written notice to the other.

IN WITNESS WHEREOF the Parties executed this Agreement this 3RD day of August 2022

On Behalf of the Employer
Shareholder Association for Research and
Education



On Behalf of the Union
United Steelworkers, Local 2009



Tamara Herman

