

COLLECTIVE AGREEMENT

BETWEEN

B.C. FEDERATION OF LABOUR

AND

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

(UNITED STEELWORKERS)

(ON BEHALF OF LOCAL UNION 2009)

DECEMBER 1, 2020 – NOVEMBER 30, 2023

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Effective: **December 1, 2020 – November 30, 2023**

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

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

PARTY OF THE FIRST PART

AND: **UNITED STEELWORKERS, LOCAL 2009**

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

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

Section 1- Purpose of Agreement

It is the intent of the Parties through this Agreement to:

- a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its employees represented by the Union;
- b) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement;
- c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- d) Establish and maintain collective bargaining relations between the Employer and the Union.

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

Section 1

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

Section 2

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

Section 3

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

ARTICLE 3 - UNION SECURITY AND MEMBERSHIP

Section 1

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

Section 2

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

ARTICLE 4 - FEDERATION RIGHTS

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

ARTICLE 5 - UNION REPRESENTATION

Section 1

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

Section 2

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

Section 3

The Federation shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

Section 4

Leave of absence may be requested by the Union for an employee to attend to Union business. Where possible, such leave will be granted by the Federation and shall not be unreasonably withheld.

Section 5

The Parties shall form a Joint Labour Management Committee (JLMC) to promote the cooperative resolution of workplace issues. The JLMC shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the Parties. The Parties will pre-schedule the JLMC meetings by January 31st of each year.

ARTICLE 6 - BULLYING, HARASSMENT AND DISCRIMINATION

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5 – Employer Obligations

The Federation must at all times act appropriately to preserve and promote a work environment which is free from bullying, harassment or discrimination.

Accordingly, the Federation will undertake appropriate action to prevent and remedy bullying, harassment or discrimination in violation of this Article.

Section 6 – Employee Obligations

All employees in the bargaining unit must refrain from bullying, harassment or discrimination.

Section 7 - Procedures

- a) Any complaint of harassment or sexual harassment shall be dealt with expeditiously and in strict confidence.
- b) 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.
- c) The complainant may choose to speak to or correspond directly with the alleged harasser in an attempt to resolve the matter.
- d) In the first instance attempts may be made to resolve the matter informally.
- e) If the matter is not resolved through informal means, the Federation will notify the Joint Health and Safety Committee of any bullying and harassment investigations. The matter will be investigated by the Federation and will involve one worker rep from the Joint Health and Safety Committee who will participate in any and all aspects of the incident investigation.

Investigations may be referred to a neutral third-party investigator, who are trained and experienced in workplace investigations.

- f) Investigation dates shall be set within ten (10) working days of the receipt of the complaint.
- g) Upon receipt of the complaint, the Federation shall notify the respondent in writing of the complaint and provide notice of investigation.

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

Section 8 - Findings

- a) The investigator's findings and non-disciplinary recommendations will be shared with the JOHS. The findings shared with the committee shall remain confidential.
- b) The committee will ensure that the recommendations are implemented and any unsafe conditions are resolved.

- c) The complainant and respondent will be informed in writing of the findings and non-disciplinary recommendations and corrective actions taken.
- d) A copy of the full and unredacted report will be provided to the Union.
- e) If the Federation determines that discipline is warranted as a result of an investigation, then the procedures in Articles 22 and 23 shall apply.

ARTICLE 7 - HOURS OF WORK

Section 1

Due to the nature of the Federation's operation as a Union organization providing service to affiliates and its members, hours of work for employees covered by this Agreement shall be as required and not be defined, and therefore do not necessarily correspond to the normal administration hours of the operation of the Federation. The standard hours of work in a bi-weekly period will be seventy-five (75) hours.

Section 2

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

- a) Fourteen (14) days with pay per calendar year.
- b) Employees may schedule lieu days off at their discretion, having regard to the demands of their work assignments and the day-to-day operating needs of the Federation. Employees will provide written notice to the Federation when scheduling those days.
- c) Employees will not schedule more than three (3) lieu days consecutively, and may schedule more consecutive lieu days with agreement from the Federation. Agreement to schedule more than three (3) consecutive lieu days will not be unreasonably denied.
- d) Employees will endeavour to take their lieu days on an ongoing basis, in the year they are accrued, however, where an employee is unable to take all of their lieu days, up to four (4) lieu days may be carried over into the following year, upon agreement of the Federation. Alternatively, at the end of the calendar year, the employee may take a payout for up to three (3) lieu days they have not been able to take in time off.
- e) In addition to lieu days specified above, employees will be entitled to have December 24, 27, 28, 29, 30 and 31 inclusive, off work with pay, if not already being observed as statutory holidays.

It is understood that the Statutory holiday reference in Article 10, for New Year's Day, will always be observed on the succeeding working day, if it falls on a weekend.

- f) An employee who becomes ill while on scheduled lieu day(s), shall be entitled to have the day(s) treated as sick and the lieu day(s) reinstated. The Federation may require medical verification of the employee's illness.

ARTICLE 8 - EMPLOYEES

Section 1

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

- a) A term employee is a person who is hired to replace a permanent employee absent on vacation or other leave and/or for a specific project or temporary high volume work load relief.
- b) All term positions of greater than six (6) months shall be posted as per Article 9.
- c) A term employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Federation.
- d) A term employee who attains permanent status shall have seniority credited from the first day of entry as an employee of the Federation.
- e) The Parties agree that Article 17 (Seniority) and Article 18 (Layoff, Recall and Bumping) will not apply to persons employed as term employees, and they shall be considered terminated at the end of the term appointment. For purposes of Article 9, Term employees shall be considered internal applicants, though they will have no seniority.
- f) Term employees hired for a period of six (6) months or less shall be paid an additional fifteen percent (15%) of their normal monthly wage, in lieu of benefits listed in Article 15, Sections 1 c), d) & e), 2, 3, 5b), 6 and 9. All other benefits and premiums of the Collective Agreement shall apply.
- g) Term employees for any duration, are subject to vacation and lieu days accrual pro-rated for the term period, and any subsequent term extensions. Any vacation or lieu day accrual that cannot be used during the term duration will be paid out at the expiration of the term.

Section 2 – Casual Employees

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

- a) A Casual employee is a person hired to perform a specific daily task (ie: course facilitation) for a period of not more than thirty (30) consecutive days.
- b) The minimum call out for a Casual employee shall be a half day, i.e. four (4) hours including travel time.

- c) The daily rate shall apply to any call out over four (4) hours, but not to exceed ten (10) hours including travel i.e.: the length of a standard work day is eight (8) hours, including one (1) hour travel each way. For hours exceeding ten (10) hours, Casuals will be paid at one and a half (1.5) times the hourly rate based on the daily rate. For hours exceeding twelve (12) hours, Casuals will be paid at two (2) times the hourly rate, based on the daily rate. For travel exceeding four (4) hours in a day, accommodation will be offered.
- d) Casual employees shall not be entitled to benefits defined in Article 7, 10, 11, 12, 13, 15 or 19 – except for Article 19, Section 1 b) 7.
- e) In lieu of Article 19 benefits, Casual employees shall be entitled to mileage expenses per Canada Revenue Mileage Rates for every kilometer driven in the course of their employment with the Federation.
- f) Casual employees shall not accrue seniority, nor be considered internal applicants for job posting vacancies, but shall be considered for any vacancies prior to an external hire.
- g) The Parties shall review the use of Casual employees on an annual basis, to assess whether more full time or term positions need to be created.

Section 3 – Regular Employees

Regular employees include full-time and part-time employees who have achieved regular status. Regular employees exclude Term and Casual employees.

Section 4

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

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

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

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

- c) **Vacancies Not Filled**

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

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

ARTICLE 9 – JOB POSTINGS

Section 1

The Federation shall post all vacant permanent positions, term positions exceeding six (6) months or any new permanent positions, within ten (10) business days of when the Federation becomes aware of the vacancy occurring, with a copy of the job description, for a minimum of fourteen (14) days. A copy of the posting, including the job description, shall be forwarded to the Union. The Federation may request an extension of this timeline, which shall not be unreasonably denied by the Union.

Section 2 – Job Functions and Duties

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

Section 3 – Vacancies

- a) The Federation agrees that all vacancies will be filled in the following order:
 - 1) Internal applicants from within the bargaining unit, internal applicants include Regular employees and Term employees
 - 2) Casual employees
 - 3) If there are no successful internal or Casual applicants, then the Federation may recruit externally
- b) Vacancies will be filled on the basis of suitability, knowledge, skills, ability and experience to perform the duties of the position. In the event two or more employees

have the suitability, knowledge, ability, skills and experience, the employee with the greatest seniority shall be selected.

It is understood and agreed that any knowledge, skills, abilities, and/or qualifications which are established as requirements for any job must relate reasonably, fairly and consistently to the major duties to be performed as described in the job description.

- c) The Union will be provided with a list of all internal job applicants once the posting is closed. It is understood that the Federation shall identify to all internal applicant(s) and to the Union, with agreement of the applicant, the reasons the applicant(s) were not successful in a job posting.
- d) In considering external applicants and term position hires, the Federation will be mindful of the need to reflect the diversity of the unionized labour movement when filling all vacant positions.
- e) Vacancies not filled within sixty (60) days will be reported to the Union unless mutually extended.
- f) An employee who is interested in assignment change(s) within their classification may submit an expression of interest to the Federation, which will be considered in the event of future assignment changes. Similarly, when the Federation is considering significant realignment of duties or assignments, they will let employees within the classification(s) know, so that they can identify their interests.

ARTICLE 10 - STATUTORY HOLIDAYS

Section 1

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

| | | |
|----------------|--|------------------|
| New Year's Day | National Indigenous Peoples Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | British Columbia Day | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | National Day of Truth & Reconciliation | |

and any other day that may be stated a legal holiday by the provincial, and/or federal government. Territorial or Civic holidays, when declared, shall be provided to the employees working in the said location where the holiday is declared. The Federation further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday, or the working day succeeding the holiday, or at a time mutually agreed by the Federation and the employee.

Section 2

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

ARTICLE 11 - ANNUAL VACATIONS

Section 1

Subject to Article 17, Section 7, full-time employees shall receive annual vacation with pay as follows:

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

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

Section 7

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

ARTICLE 12 – UNPAID LEAVE OF ABSENCE

Section 1 – Personal Leave

- a) Any employee may apply for, and where possible receive, up to one (1) year's personal unpaid leave of absence. Permission for such leave must be obtained from the Federation, in writing.
- b) An employee will not accrue vacation, lieu or sick days for the duration of their personal leave.
- c) The Federation will continue paying the cost of benefits for two (2) months of personal leave, if the employee needs the continuance.
- d) Should the employee decide to stay on the Federation's benefits plan under Article 15, the employee will be required to pay the benefit premiums each month, for the remainder of the personal leave of absence.

Section 2 - Secondment Leave

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

Section 3 – Political Leave

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

Employees will not accrue vacation days, lieu days or sick days for the duration of their political leave, but will increase in entitlements as per section 5 below. An employee will have the option to continue benefit coverage during the period of leave, provided the employee pays the full cost of such benefit coverage. Any part time leave considerations under this section will be negotiated by the Parties.

Section 4 – Union Leave

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

Employees will not accrue vacation days, lieu days or sick days for the duration of their union leave, but will increase in entitlements as per section 5 below. An employee will have the option to continue benefit coverage during the period of leave, provided the employee pays the full cost of such benefit coverage. Any part time leave considerations under this section will be negotiated by the Parties.

Section 5 – Employment Deemed Continuous

Except as otherwise provided in this Article, the employment of an employee who is on leave under Article 12 shall be deemed to be continuous for purposes of annual vacation entitlement, pension plan (unless otherwise prevented by the MPP rules) or RRSP, seniority, wage increases, medical or other benefits that the employee would have been entitled to had the leave not been taken.

ARTICLE 13 – PAID LEAVE OF ABSENCE

Section 1 - Bereavement Leave

- a) Upon request, an employee shall be granted up to five (5) working days leave of absence with pay in the event of the death of a relative or close friend.
- b) "Relative" is defined as the employee's spouse, child, parent, grandparent, grandchild, sister or brother, aunt or uncle, niece or nephew, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship.

- c) If, during a period of paid leave, an employee is bereaved in circumstances under which she/he is eligible for bereavement leave under this Article, she/he shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave for out-of-province travel associated with bereavement leave for the death of a relative.

Section 2 – Marriage Leave

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

Section 3 - Parental Leaves

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

a) Leaves of Absence

- 1) Upon written request the employee will be granted leave of absence for a period of not more than eighteen (18) months.
- 2) Where an employee suffers illness caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the sick leave clause of this Agreement.
- 3) On return from parental leave, an employee shall be placed in the former position or in a position of equal rank and equal pay.
- 4) The Federation shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the Federation's portion.
- 5) An adopting parent, shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave; or how they shall split the leave between the two of them.
- 6) An employee shall be deemed to have resigned if the employee does not return to work after the expiration of leave.

b) Parental Allowance

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

- 1) The employee shall apply for and be eligible to receive benefits pursuant to the Employment Insurance Act.

- 2) The allowance, during the waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.
- 3) The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits available for the standard parental leave and all other earnings shall not exceed ninety-three percent (93%) of employees' normal weekly earnings. If the employee has opted for the extended parental leave, the aggregate amount the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard leave top-up.
- 4) If the employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Agreement and remain in the employ of the Federation for a period of at least six (6) months, the Federation may recover monies paid under this Section.
- 5) The Federation shall continue to pay the Federation's RRSP contributions, based upon the employee's regular salary, if not enrolled in the Pension Plan, for the first twelve (12) months of leave.
- 6) If the employee is a participant in the MPP, and elects to continue to buy back their service for the period of the leave, the Federation will pay the Federation's portion of the pension contributions (per Article 12, Sec 8 (c) for the amount of service the employee elects to buy back.
- 7) Vacation entitlement shall continue to accrue while an employee is on leave for up to seventy-six (76) weeks. Vacation earned pursuant to this clause may be carried over to the following year.

Section 4 - Special Leave

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

Section 5 – Compassionate Care Leave

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

- a) The employee shall apply for and be eligible to receive benefits pursuant to Section 22, Employment Insurance Act, 1996.
- b) The allowance, during the waiting period not covered by Employment Insurance benefits, shall be 93 percent of the full rate of compensation.

- c) The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed ninety-three percent (93%) of employees' full rate of compensation. Salary differential will be paid pursuant to Article 19 Section 1, 4, for four (4) months.

Section 6 – Jury Duty

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

Section 7 – Leave for Personal Effects of Domestic or Sexual Violence

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

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

1. In each calendar year, the Federation shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to ten (10) days.
2. The employee is entitled to up to an additional three (3) months of unpaid leave;
3. The employee and the Federation will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety;
4. The Federation, jointly with the Joint Health and Safety Committee, will develop workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
5. The Federation will direct affected employees to appropriate counseling and support services.
6. The Federation will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
7. The Federation will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations; and

8. The Federation will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.
9. *Employee Assistance Plan* - The Federation's Employee Assistance Plan (EAP) shall include professionals trained specifically in intimate partner violence and its potential impact on work performance.

Section 8 – Leave for Traditional Indigenous Rights

- a) Every employee who is Indigenous to Canada shall be granted a leave of absence with pay from employment of up to five (5) days in every calendar year, in order to enable the employee to engage in traditional Indigenous rights including, but not limited to:
 - i) hunting;
 - ii) fishing;
 - iii) harvesting; and
 - iv) spiritual traditions
- b) The leave of absence may be taken in one or more periods.

Section 9 – Employment Deemed Continuous

Except as otherwise provided in this Article, the employment of an employee who is on leave under Article 13 shall be deemed to be continuous for purposes of annual vacation entitlement, pension plan (unless otherwise prevented by the MPP rules) or RRSP, seniority, wage increases, medical or other benefits that the employee would have been entitled to had the leave not been taken.

ARTICLE 14 – GENDER TRANSITION LEAVE

Section 1 - Gender Transition Leave

An employee who requires a leave of absence in order to support their gender transition will be granted the appropriate medical and/or personal leaves required during the transition.

The Union, The Employer and the employee will work together to meet the employee's particular needs. The Employer will provide training and support to staff and managers, and it will ensure it enforces its harassment free work environment and will not accept any discriminating actions.

Section 2 – Employment Deemed Continuous

Except as otherwise provided in this Article, the employment of an employee who is on leave under Article 14 shall be deemed to be continuous for purposes of annual vacation entitlement, pension plan (unless otherwise prevented by the MPP rules) or RRSP, seniority, wage increases, medical or other benefits that the employee would have been entitled to had the leave not been taken.

ARTICLE 15 - SICK LEAVE, WELFARE AND PENSION PLANS

Section 1 - Sick Leave

- a) The Federation will allow three (3) working days per month sick leave with full pay, which may be accumulated from month to month and year to year up to fifty-one (51) actual working days. An employee with fifty-one (51) days of accumulated sick leave will continue to accumulate two (2) days per month sick leave with full pay to a maximum of eighty (80) actual working days. The Federation will provide updated sick leave accruals to employees annually and immediately following any time sick leave is taken.
- b) If requested by the Federation, a doctor's note must be supplied by the Employee in respect of any illness extending beyond ten (10) working days.
- c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Short Term Disability Plan shall be paid by the Federation from the employee's accumulative "sick leave".

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

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

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

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

- a) Medical Services Plan of B.C.
- b) Extended Health and Dental Plans that have at a minimum the same benefits as contained in the plan booklet(s) in effect 2019 with Pacific Blue Cross.

Parties agree that Article 12, Section 2 (b) which references the specific PBC Plan Booklet of 2015 and negotiated entitlements will have the year updated once benefit increases are applied.

All previously negotiated benefits referenced in the current CBA and PBC Plan Booklet 2015 will be continued and only changes to the current negotiated benefit increases

- c) The cost of annual eye examinations upon submission of appropriate receipts for reimbursement;
- d) The terms of the Pacific Blue Cross plan and the Pacific Blue Cross dental plan shall be provided to all employees.
- e) The Federation shall provide an Employee Family Assistance Program to all permanent employees and their dependents and will make information available to employees on a confidential basis regarding the EFAP program and access to EFAP services.
- f) The Federation will establish a joint committee to annually review the EFAP program including content, efficacy of the program and satisfaction with the provider.
- g) Extended benefits will include \$1,500.00 per year for Clinical Counselling
- h) Effective at Ratification 2022, an increase will be made to the Hearing Aid allowance to a \$1,500.00 maximum, including dependents.

Section 3 - Wage Indemnity and Long-Term Disability Benefits

- a) The Federation shall provide and pay all costs of providing all regular employees with Short Term Disability benefits when the employee is unable to work due to sickness or accident. Following a twenty-nine (29) day waiting period, Short Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the full rate of compensation for a period of fifty-two (52) weeks, inclusive of the twenty-nine (29) day waiting period.
- b) An employee in receipt of Short Term Disability benefits, shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between the employee's full rate of compensation and Short Term Disability payments. If there are insufficient accumulated sick days, an employee may elect to sue days from their accumulated vacation and lieu days.
- c) The Federation shall provide and pay all costs of providing full-time regular employees with Long-Term Disability benefits when the employee is unable to work due to sickness or accident. Long Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the employee's full rate of compensation following a 52 week waiting period.
- d) The terms of the plan for Short Term and Long-Term Disability benefits shall be provided to all employees.
- e) The employment of an employee who is on leave under Article 15, Section 3, shall be deemed to be continuous for purposes of annual vacation entitlement and pay (as per

Article 11, Section 7), seniority, wage increases, medical or any other benefits that the employee would have been entitled to had the leave not been taken.

- f) While on Short Term Disability benefits, the Federation will continue to pay the RRSP contributions or the Federation contributions to the pension plan, should the employee continue paying their contributions, for up to four (4) months consecutively.
- g) While on Long Term Disability benefits, an employee will be credited with pensionable service by the Municipal Pension Plan.
- h) When on sick leave greater than the twenty-nine (29) calendar day waiting period, the employee may request an advance of an additional thirty (30) days at the full rate of compensation, to address delays in wage indemnity processing time. Any advance will be repaid by the employee to the employer when the claim is approved. If the claim is denied, the employee will repay within 12 months or by mutual agreement. Individual circumstances will be considered and may vary repayment terms.

Section 4 – WCB Top Up

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

Section 5 - Pension Plan

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

Section 6 - Group Life Insurance

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

Section 7 - Employment Insurance

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

Section 8 - Responsibility for Benefits

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

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

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

Section 9 – Municipal Pension Plan

- a) All permanent employees hired after July 1, 2011 are automatically enrolled in the Municipal Pension Plan (MPP).
- b) Permanent employees on staff prior to July 1, 2011 and who chose not to participate in the MPP will continue to receive RRSP payments as described in Article 12, Section 4, b), c), d), e), and f).
- c) The Federation's contribution to the MPP will come from the 12.25% that Employees previously received as RRSP. Employees will be responsible for their contribution to the MPP. Any unused portion of the 12.25% that is not required as the Federation's contribution to the MPP will be used to offset the Employee's contribution. The Federation is responsible for its' portion of any increases to MPP contributions in excess of 12.25% and the Employees are responsible for their portion of any increases to MPP contributions.
- d) Any increases to the Federation's MPP contribution in excess of 12.25% will also apply to the RRSP amount for those employees who chose not to participate in the MPP.

ARTICLE 16 - WAGES

Section 1

Bi-weekly pay will be as follows:

| | <u>1-Dec-20</u> <u>2.5%</u> | <u>1-Dec-21</u> <u>2.75%</u> | <u>1-Dec-22</u> <u>3.25%</u> |
|-------------|--|---|---|
| Director | \$ 3,977.93 | \$ 4,087.32 | \$ 4,220.16 |
| Coordinator | \$ 3,641.79 | \$ 3,741.94 | \$ 3,863.55 |
| Facilitator | \$ 3,092.59 | \$ 3,177.64 | \$ 3,280.91 |
| Presenter | \$ 2,132.82 | \$ 2,191.47 | \$ 2,262.69 |

Casual Employees shall be paid a daily rate as follows:

| | <u>1-Dec-20</u> <u>2.5%</u> | <u>1-Dec-21</u> <u>2.75%</u> | <u>1-Dec-22</u> <u>3.25%</u> |
|-----------------------|--|---|---|
| Casual Facilitator | \$ 430.50 | \$ 442.34 | \$ 456.72 |
| Casual Presenter | \$ 215.25 | \$ 221.17 | \$ 228.36 |

Signing bonus upon ratification of \$750.00

Section 2

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

Section 3

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

ARTICLE 17 - SENIORITY

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE 18 - LAYOFF AND RECALL

Section 1

Employees shall receive two (2) weeks notice per year of service of any impending layoff, or be paid in lieu of said notice. Regardless of years of service, notice or pay in lieu shall be a minimum of four (4) weeks, and a maximum of fourteen (14) weeks.

Section 2

For purposes of Article 18, there shall be separate seniority lists for employees from the BC Federation of Labour, the OH&S Centre and BCCWITT.

Laid-off staff will not have bumping rights over staff on separate seniority lists.

Section 3

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

Section 4

Notice of recall to an employee who has been laid off shall be made via the preferred method of communication by the employee, indicated at time of layoff. The employee must respond to such notice within the (10) days of receiving it.

ARTICLE 19 - AUTOMOBILES

Section 1

a) Salary Differential

1. A Salary Differential will be provided to each eligible employee as per Article 19 – Automobiles, Section 1 (a), (2).
2. The Salary Differential payable to each eligible employee shall be \$1,000.00 monthly, paid bi-weekly.
3. Any general increase provided for under Article 13 – Wages shall not increase the rate payable as Salary Differential.
4. Any absence from work, other than vacation, WCB, pregnancy or parental leave, that exceeds four (4) continuous months shall result in the discontinuation of the Salary Differential pay until the employee returns to work. For WCB, pregnancy or parental leave, the Salary Differential shall be paid to a maximum of twelve (12) months leave.
5. Salary Differential shall be treated as pensionable income under the Collective Agreement and the applicable pension plans for each eligible employee.
6. For the purpose of pension calculation the Salary Differential shall be added to the base rate under Article 16 – Wages. Salary Differential shall not form part of the salary calculation except for pension purposes. In addition, Salary Differential shall form part of the salary calculation for purposes of Short or Long Term Disability premiums.
7. A Canada Customs Revenue Agency (CCRA) T2200E Form shall be issued annually to each employee receiving the Salary Differential. This form shall designate that the employee was required to use their vehicle for work.
8. The USW or its members shall not negotiate a car allowance back into the Collective Agreement as long as the Salary Differential is provided.

b) Automobile Requirement

1. Employees shall provide their own automobile insurance, classified for business use, with five million dollar (\$5,000,000.00) third party liability.
2. Employees receiving a Salary Differential shall be required as a condition of employment to have a vehicle for use in Federation related business.
3. The vehicle shall be in good condition and be no more than ten (10) years old except as otherwise mutually agreed.

4. Automobile benefits (except for Salary Differential) cease after two (2) months of continuous absence on sick leave.
5. All vehicles shall be union built in North America.
6. All vehicles shall be well maintained and kept in clean and reasonable condition.
7. Should an employee be in an accident or should their vehicle suffer damage due to vandalism or an act of nature in the course of employment, the Federation will pay the ICBC deductible to a maximum of \$300.00.
8. The Federation will provide a one-time incentive to encourage employees to purchase hybrid and/or electric vehicles. If an employee purchases a hybrid or electric vehicle, the Federation will provide the following green vehicle reimbursement, and, if requested, will provide an additional \$2000.00 interest-free loan to be paid back to the Federation over a twelve (12) month period.

The incentives are as follows:

- \$2,000 for Hybrid Vehicle
 - \$3,500 for Plug-in Hybrid Electric Vehicle "PHEV"
 - \$4,500 for Full Electric Vehicle
9. Employees receiving a green vehicle incentive for a Full Electric Vehicle will be considered as utilizing that vehicle as their primary, and will require approval for interim fuel reimbursement when utilizing a secondary gas vehicle, which will not be unreasonably denied.

c) **Operating Expenses**

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

ARTICLE 20 - GENERAL

Section 1

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

Section 2

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

Section 3

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

Section 4

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

Section 5

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

Section 6 - Childcare

- a) The Federation will reimburse employees for reasonable, receipted childcare expenses in accordance with the following when:
 - i) Employees are directed to attend meetings in evenings or on regular days off; or
 - ii) Employees are assigned overnight outside the Greater Vancouver area; and
 - iii) No one in the employee's home (e.g. spouse, parent, partner responsible or non-dependent child) is able to care for the child; or
 - iv) In the case of separated parents, the other parent is not caring for the child;
- b) Only childcare expenses outside of those normally incurred will be reimbursed.
- c) The Federation will reimburse employees for reasonable child care expenses when an employee is required to travel for work and must bring their child e.g. nursing, to address special needs of the child. This may include reasonable travel and accommodation expenses for another family member to travel with the employee or child care expenses at the work destination.

Section 7 – Accommodations

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

Section 8 – Incidentals

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

ARTICLE 21 - PROFESSIONAL DEVELOPMENT/EDUCATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

In addition to professional development or education for an employee referenced above, the Employer will establish a Personal Education and Development Fund (PEDF).

- a) The Employer will contribute three hundred and fifty (\$350.00) dollars per member into the fund on an annual basis. Unused funds will not be carried forward into subsequent years.
- b) The Employer and Union will form a joint committee to review applications and release funding. The committee will be compromised of two (2) Union members and one (1) employer member.
- c) The Parties will meet to develop an agreed upon terms of reference.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1 - Justice and Dignity

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

Section 2 - Reinstatement

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

Section 3 - Notification

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

Section 4 - Discipline Records

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

Section 5 - Probation Period

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

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - General

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

Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.

Section 2 - Informal

The Parties shall meet promptly to attempt to settle any grievance informally.

Section 3 – Step One

- a) Any grievance not settled informally shall be submitted in writing within 30 days of the action or circumstance giving rise to the grievance, including:

- i) Setting out the nature of the grievance and the circumstances from which it arose;
 - ii) Stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - iii) Starting the redress or other action required to resolve the matter;
 - iv) Transmitting the grievance to the other Party.
- b) Union grievances shall be presented to the Federation President or designate, and Federation grievances shall be presented to the Local Union President or designate.
 - c) A written grievance becomes the property of the Parties, and the Federation will not enter into direct or indirect negotiation of a settlement of the written grievance with the grievor(s) without the agreement of the Union.
 - d) A written reasoned response shall be provided to the grieving Party within fifteen (15) days of receipt of the written grievance.

Section 4 – Step Two

- a) If the grievance remains unsettled at the conclusion of Step One, the designated Federation representative and the designated Union representative shall meet within fifteen (15) working days of receipt of the written response, to attempt to resolve the matter. The Grievor may attend the meeting, at the discretion of the Union.
- b) A written response shall be provided to Step Two within ten (10) working days of the meeting.
- c) If the grievance is not resolved at Step Two, either Party may refer it to arbitration, by written notice, within fifteen (15) working days of the receipt of the Step Two response.
- d) All discussions and correspondence during the grievance procedure shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

Section 5 - Arbitration

- a) A single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties shall adjudicate all grievances submitted to arbitration under this Article. If the Federation and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the province of British Columbia appoint the arbitrator.

- b) Arbitration hearings shall be held on the Federation's premises, or at another mutually-agreed location paid for by the Federation.
- c) The parties agree that no outside legal counsel will be used at hearings, or in preparing submissions.
- d) The Arbitrator shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- e) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- f) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.
- g) The arbitrator shall be required to give written reasons for any decision unless the parties agree otherwise.
- h) Each party shall pay one-half of the arbitrator's fees and expenses.
- i) Employees required by the Federation to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the Federation for this purpose and this time shall be deemed to be time worked.

Section 6 – Expedited Arbitration

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

- a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 1. dismissals;
 2. rejections on probation;
 3. suspension in excess of 20 work days

4. policy grievances;
5. grievances requiring substantial interpretation of a provision of the Agreement;
6. grievances requiring presentation of extrinsic evidence;
7. grievances where a party intends to raise a preliminary objection;
8. demotions.

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

- (c) The Joint Union Management Committee shall annually review and approve a list of three arbitrators, who may be appointed (based on rotation and availability) to hear and resolve groups of grievances within 30 calendar days of the appointment.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties agree that these arbitration awards will not be appealed under S. 99 or 100 of the Labour Relations Code.
- (g) The procedure for expedited arbitration is:
 1. The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
 2. The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
 3. If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The Parties may each produce two witnesses whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
 4. The Parties may, by mutual agreement, vary procedure.

ARTICLE 24 – LOCAL UNION EDUCATION FUND

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

ARTICLE 25 – HUMANITY FUND

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

ARTICLE 26 – CREDIT CARD USE

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

ARTICLE 27 - WORKPLACE HEALTH AND SAFETY

Section 1

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

Section 2 - Joint Health and Safety Committee (JHSC)

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

Section 3 - Joint Health and Safety Committee Recommendations

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

Section 4 - Refusal of Unsafe Work

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

Section 5 - Workplace Violence

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

Section 6 - Employees Working Alone or In Isolation

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

Section 7- Day of Mourning

- a) The Federation recognizes April 28 as the Annual Day of Mourning for workers killed or injured on the job.

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

ARTICLE 28 - DURATION AND RETROACTIVITY

Section 1

This Agreement shall be in full force and effect from December 1, 2020 and until midnight of November 30, 2023.

Section 2

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

Section 3

Notice to commence bargaining for a renewal of this Agreement shall be deemed to be given on July 31, 2023, and the parties agree to make every effort to conclude negotiations prior to the expiry date of this Contract.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "A"

LETTER OF UNDERSTANDING

RE: INTERPRETATION OF ARTICLE 14 - SENIORITY, SECTION 1

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "B"

LETTER OF UNDERSTANDING

RE: DEFERRED SALARY LEAVE PLAN

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

1. Definitions

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

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

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

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

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

2. Eligibility

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

3. Funding for Leave of Absence

- 3.1 During each year prior to the Leave of Absence, the Participant, for a maximum of six years, will receive his/her Current Compensation Amount, less the amount the Participant has specified in the application for the year in question which is to be retained by the Federation.
- 3.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the Federation cannot exceed 20 percent in any calendar year.
- 3.3 The Federation shall on the following dates pay to the Participant the accrued interest on his/her Deferred Compensation Amount;

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

4. **Taking of Leave of Absence**

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

5. Withdrawal from the Plan

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

6. Return Following Participation in the Plan

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

7. General Provisions

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "C"

LETTER OF UNDERSTANDING

RE: EXECUTIVE DIRECTOR AND BARGAINING UNIT WORK

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

The Union agrees an Executive Director may perform work within the jurisdiction of the bargaining unit to meet operational needs on an as needed basis.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "D"

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

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "E"

LETTER OF UNDERSTANDING

RE: BC FEDERATION OF LABOUR POLICIES

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

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

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "F"

LETTER OF UNDERSTANDING

RE: BARGAINING UNIT

The Federation will not apply to or attempt to exclude any current or future bargaining unit positions without the agreement of the Union.

SIGNED ON BEHALF OF THE FEDERATION

SIGNED ON BEHALF OF THE UNION

UNITED STEELWORKERS

(ON BEHALF OF LOCAL 2009)

This _____ day of _____ 2022.

ADDENDUM “G”

LETTER OF UNDERSTANDING

RTW/ACCOMMODATION POLICY

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

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

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

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

SIGNED ON BEHALF OF THE FEDERATION

SIGNED ON BEHALF OF THE UNION

UNITED STEELWORKERS

(ON BEHALF OF LOCAL 2009)

This _____ day of _____ 2022.

ADDENDUM “H”

LETTER OF UNDERSTANDING

Remote Work Agreement (RWA)

The Parties recognize a formal remote work agreement as an option that permits an employee to perform all or a significant portion of their job responsibilities at a location other than the traditional offices of the Federation on a regular full time or part time basis. The Parties agree that full time and part time remote work arrangements may be approved subject to the terms of this Letter of Understanding ("LOU").

- 1) Employees may voluntarily request to work remotely, under this LOU, on a part-time or full-time basis.
- 2) No employees shall be required to work remotely unless it is mutually agreed or explicitly stated as a condition of hire. In extenuating circumstances or cases of emergency the parties will meet to discuss work location arrangements.
- 3) Employees applying for remote work will have satisfactorily completed their probationary period, and work performance is in good standing.
- 4) The Parties recognize that certain activities may require an employee under a remote work agreement to report to work at a BCFED office, external location, or event, from time- to-time.
- 5) The arrangement should be operationally feasible and provide benefit to the employee and employer. The approval of applications to work remotely will be at the discretion of the employer, however, a rational for the denial will be provided when requested by the Union.
- 6) The Federation will continue to provide a workspace for employees in the office, however any employee on a RWA may not be provided dedicated individual office or workspace at a BCFED office.
- 7) The Federation will supply employees on a RWA agreement with general office supplies, e.g.: paper, pens, tape, markers, paperclips, flip chart paper.
- 8) The Federation is responsible for providing appropriate tools and equipment for employees to use on a “one device per person” basis. The Federation is not expected to provide a second set of comparable tools for the employee’s remote work location, such as a second computer, a second set of monitors, furniture, etc.

Remote work arrangements are voluntary, and expenses, other than for required tools, supplies and equipment provided by the Federation, related to setting up and maintaining an employee’s home office are the responsibility of the employee.

The employee will typically be responsible for costs related to: office furniture (desk, chair, etc.), home renovations, home internet service, and utility costs for gas, electricity and water. The employee is responsible to ensure appropriate homeowner or tenant insurance is in place. Applicable tax forms will be issued by the Federation.

- 9) Specialized equipment, if required, will be provided in accordance with the BCFED Ergonomics Policy.
- 10) A Remote Work Agreement (RWA) form will be completed before remote work begins, and the form may be reviewed on an annual basis. The Union and the Federation agree to meet and discuss the contents of the form.
- 11) The RWA may be terminated by either the Federation or employee by written notice a minimum of 14 (fourteen) days in advance, or by mutual agreement. Considerations will be made for employee's need to adjust schedules and any applicable transition times.
- 12) A RWA only changes the work location of an employee. Other aspects of the employment relationship – including employee benefits, entitlements, responsibilities, salary administration, and the application of terms and conditions of employment, collective agreements, and workplace policies – remain unchanged.
13. The Federation, in consultation with the Joint Health and Safety Committee (JHSC), will establish RWA policies and procedures to ensure workers are healthy and safe including minimum standards for remote work stations.
14. The employee agrees that joint on-site safety and suitability visits by the Federation and JHSC Representatives may be performed prior to the commencement of RWA and then on a regular basis, with advance notice. These visits (including virtual options) will be to ensure that the home office meets basic safety standards, and the designated home office is suitable for the tasks to be performed by the employee.
15. All software used by the employee on Federation computers must be legally acquired and licensed by the Federation and installed by appropriate Federation designated personnel.

All the equipment provided for RWA shall remain the property of the Federation and must be returned should employment or the RWA terminate.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.

ADDENDUM "I"

LETTER OF UNDERSTANDING

Sheila Moir

The Federation will contribute two thousand (\$2,000.00) dollars at the end of each calendar year in lieu of pension contributions, to Sheila Moir, into a tax free savings account or term deposit. These contributions will be effective for the tax year of 2022 and will continue annually until Sheila Moir's conclusion of employment with the BC Federation of Labour.

In the final year of employment, the contribution will be pro-rated based on the number of months worked.

This LOU will become effective upon ratification of the collective agreement.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2022.