

# COLLECTIVE AGREEMENT

between



and



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**Effective January 1, 2023 – December 31, 2025**

# **COLLECTIVE AGREEMENT**

**between**

**BRITISH COLUMBIA FEDERATION OF RETIRED UNION  
MEMBERS  
(BC FORUM)**

**(the “Employer”)**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS’ INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 2009)**

**(the “Union”)**

**Term of Agreement - January 1, 2023 to December 31, 2025**

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## **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 Definition of Employee Status**

- a) Regular Full-Time Employees** – A regular full-time employee is one who is regularly scheduled to work **twenty-eight (28)** hours per week. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.
- b) Regular Part-Time Employees** – A regular part-time employee is one who works less than **twenty-eight (28)** hours per week on a regularly scheduled basis. Regular part-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement **on a prorated basis where applicable.**
- c) Temporary Employees – An employee hired for a specific term not to exceed three (3) months, to replace an employee who will be on approved leave of absence or to perform a specific period or periods of work in connection with a specific project, work overload and seasonal peaks. This term may be extended a further three (3) months on mutual agreement of the Union and the Employer.**

**Temporary employees are not credited with any seniority until they obtain a “regular” position with the Employer. Once a temporary employee is successful in bidding on a posted permanent regular position and subsequently passes the probationary period, they will be credited with seniority back to the commencement of their most recent continuous unbroken date of hire immediately preceding their attainment of permanent regular status.**

**Temporary employees shall be compensated for work performed in accordance with the wage rate seen in Appendix “A”.**

**Temporary employees shall be covered by all terms and conditions of this Agreement except that a temporary employee shall have no rights under Articles 5.10 – Banking of Overtime; 13 – Insurance Welfare; Article 14 – Leave of Absence; Article 17 – Pension; Article 18 – Technological Change; and any Articles which indicate regular employees.**

**Temporary employees will be paid out for any wages, straight time and overtime, as well as any other payments due to the employee, along with a Record of Employment within one (1) week of the last day the employee works.**

## **ARTICLE 2 - RECOGNITION & SCOPE**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by B.C. FORUM., 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 which 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.

**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.

**2.05** **Contracting Out**

- a) The Employer will not contract out bargaining unit work **normally performed by bargaining unit employees** that will result in the layoff **or termination** of employees in the bargaining unit.
- b) 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. **Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.**
- c) **The Employer will consult and provide particulars to the Union when such circumstances as identified in Article 2.05 (a) are required. It is understood that the Article is subject to the grievance procedure.**

**2.06** **Union Representation**

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Stewards, as provided in writing from the Union.
- c) The Employer will be notified by the Union of the names of the Steward, and any changes made thereto.



## **2.07 Negotiating Committee**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than one (1) empty, who will be a regular empty 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.

## **2.08 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.

## **2.09 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.

## **2.10 Consultation with Union - Prior to Certain Changes**

The Employer agrees to consult with the **Union prior to the laying off of any employee.** **The Employer agrees to consult with the** Steward, if available on the premises prior to discharging, laying off, transferring, promoting or demoting any empty.

## **2.11 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 **President** of the Union at its registered address.

## **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.

**3.03 Manager's Identification**

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

**3.04 Joint Labour Management Committee**

**a)** The **Parties** mutually agree to constitute a Joint Labour Management Committee. The Committee will consist of Union Representative(s) and the Employer.

**b)** The Joint Labour Management Committee shall meet at least **quarterly** or upon request of either **Party**. **The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the organization, to foster the development of work-related skills and to promote workplace productivity. Issues brought forward by the Parties may include the following, but is not limited to:**

- i)** policy/rules
- ii)** workloads
- iii)** employee assistance

**ARTICLE 4 - UNION SECURITY**

**4.01 Membership**

**a)** The **Employer** agrees that all employees covered under this Agreement, and all new employees hired shall, as a condition of their hiring or continued employment:

**i)** authorize the **Employer** in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the **Employer** for this purpose, the portion of which is to be mailed by the **Employer** to the servicing staff office **not later than ten (10) calendar days following the date of hiring:**

**United Steelworkers**  
**#202 – 9292 200<sup>th</sup> Street**  
**Langley, B.C. V1M 3A6**

**ii)** become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

**iii)** complete and sign a Union Death Benefit card provided by the Union to the **Employer** for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

#### 4.02 Check-Off: Process and Procedures

- a) The **Employer** shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- b) The Union will give reasonable notice to the **Employer** of any changes in Union dues, fees or other amounts which the **Employer** is required to deduct. All changes will coincide with the beginning of the **Employer's** next pay period.
- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made **by cheque** payable and remitted to:

International Treasurer  
United Steelworkers  
**P.O. Box 9083**  
**Commerce Court Postal Station**  
**Toronto, ON M5L 1K1**

- d) The monthly remittance shall be accompanied by a completed USWA 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:  

United Steelworkers, Local **2009**  
@ (604) **513-1851**

**Or email to:**  
**office@usw2009.ca**
- f) The **Employer** agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- g) The Union agrees to indemnify and save the **Employer** harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.01 **Work Day** The standard work day will consist of seven (7) hours **per day** between the hours of 7:00 a.m. and 5:00 p.m. **including a thirty (30) minute paid** lunch period.
- 5.02 **Change of Start and Stop Times** By mutual agreement between the Employer and the Union, the regular starting and stopping times of standard work shifts may be changed.
- 5.03 **Regular Week – The regular work week shall consist of twenty-eight (28 hours, comprised of up to five consecutive days, Monday to Friday, inclusive.**

#### 5.04 Work Breaks

- a) **Lunch Period** – The **thirty (30) minute paid** mid-shift lunch period will be mutually arranged between the Employer and the Union. If employees are required to work during the mid-shift lunch period, they will be given an alternate lunch period, but not more than four hours (4) from the shift start time, or as mutually agreed upon.
- b) **Rest Period** – Employees will be allowed a fifteen (15) minute rest period approximately halfway through each half shift.

5.05 **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 **their** 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.

#### 5.06 Overtime

a) **Overtime – Daily**

**Work assigned in excess of seven (7) hours per day shall be paid at the following rate:**

- i) The first two (2) hours of overtime worked each day shall be paid at the rate of **one and one-half (1 ½)** times the **base hourly** rate.
- ii) All overtime in excess of two (2) hours each day shall be paid at the rate of **two (2)** times the **base hourly** rate.

b) **Overtime – Voluntary**

The Parties are agreed that all overtime will be voluntary.

c) **Overtime Distribution**

Overtime will be distributed equitably among the employees with seniority in a particular job classification who have signified voluntarily that they will work overtime. The Employer will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

d) **Call-In Pay**

Any employee who has completed **their** shift, and has left the Employer's premises, and is then recalled to work extra time shall be paid at time and one half (1 1/2x) and will not receive less than the equivalent of three (3) hours pay at the employee's regular rate of pay for such additional work.

**5.07 Work Performed on Saturday, Sunday and Office Holiday**

- a) Time and one half (1 ½) **the base hourly rate** will be paid for work performed **on Saturday, Sunday and Statutory Holidays**;
- b) Double (2x) the employee's **base hourly rate** for any time over **thirty-five (35) hours in a week**.

**5.08 Hours Before and Beyond Regular Shifts** Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime, and paid at rate of one and one half times (1 ½) for time worked, except when other arrangements are made by mutual agreement between the Employer and the Union.

**5.09 Rest Periods and Meal Allowance – Working Overtime**

- a) Employees working overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period at the beginning of each two (2) hour period worked.
- b) Employees working overtime for the two (2) or more hours, without being notified on the previous day, will be provided with a meal or, if a meal is not provided, will be entitled to a meal allowance of fifteen dollars (\$15.00).

**5.10 Banking of Overtime** Employees may choose to bank overtime hours to be taken as paid time off at a future date.

Employees choosing to bank their overtime must advise the Employer of their decision in advance of working the 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 **up to seven (7) hours**. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such mutual agreement is not made, all banked time not taken by December 1 of the calendar year in which it is accumulated will be paid out by December 15 of such year at overtime rates under this Agreement.

**ARTICLE 6 – STATUTORY 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 **Statutory** 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    | 7. B.C. Day  |
| 2. <b>Family Day</b> | 8. Labour Day  |
| 3. Good Friday       | 9. <b><u>National Day for Truth and Reconciliation</u></b> |
| 4. Easter Monday     | 10. Thanksgiving Day                                       |
| 5. Victoria Day      | 11. Remembrance Day  |
| 6. Canada Day        | 12. Christmas Day  |
| 7. B.C. Day          | 13. Boxing Day   |
| 8. Labour Day        |  |

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

- b) **Regular 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 or a regular non-working day.**

**It is understood that the Statutory holiday reference in Article 6.01 (a), for New Year's Day, will always be observed on the succeeding working day, if it falls on a weekend or a regular non-working day.**

**6.02** When **Statutory** 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 **Statutory** Holiday.

**6.03** Should any of the above holidays occur during an employee's vacation period, **they** 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.

**6.04** In order to qualify for seven (7) hours' pay for the above **Statutory** 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 a **Statutory** 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 **Statutory** Holiday(s)
- injury and not eligible for WCB payments for the involved **Statutory** 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 **Statutory** Holiday(s) in question, will qualify for **Statutory** Holiday pay for such **Statutory** 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 **their Statutory** holiday pay.

**ARTICLE 7 - VACATION WITH PAY**

7.01 a) **The vacation calendar will be January to December.**

b) **An employee will be entitled to the following vacation entitlement with pay:**

Years of Service (date of Hire)	Vacation Entitlement	Vacation Pay
Up to first year of employment	<u>.77</u> days for each full month worked	4%
1 to 3 years anniversary	Fifteen (15) working days	6%
4 to 9 years	Twenty (20) working days	8%
<b><u>10 years or more</u></b>	<b><u>Shall receive one (1) working day per year up to a maximum of thirty-five (35) working days</u></b>	<b><u>10%</u></b>

c) Vacation will not be accumulated or waived, but must be taken within the current calendar year.

d) 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.

7.02 **Vacation Carry-Over**

By mutual agreement between the Employer and the employee, vacations may be accumulated up to five (5) calendar days and taken within the next calendar year. Such mutual agreement will not be withheld unreasonably. It is understood and agreed that it is reasonable for the Employer to withhold mutual agreement because of operational requirements.

**ARTICLE 8 - SENIORITY**

8.01 a) **Seniority Principle** 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 employees’ right to a job based upon their length of service with the **Employer**, and their ability to efficiently fulfil 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) An employee will not have any seniority and will be considered a probationary employee until the employee has attained seniority by working a probationary period totalling sixty-five (65) work days.

Upon completion of such probationary period, the employee will acquire seniority status and will have their seniority date backdated to the date of the employee’s original date of hire.



- 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 **their** 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 to the employee's last known address. (A copy of such notice shall be sent to the Union). However, should the registered 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** Seniority will be on an office-wide basis, and will mean total length of service in the bargaining unit, as defined in Article 8 .01 (a) (b) and (c).
- 8.05** 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** agrees to provide the Union every December 31st with a seniority list which includes the employee's addresses, telephone numbers and rates of pay.

## **ARTICLE 9 – HEALTH & SAFETY**

### **9.01 Regulatory Compliance with Health and Safety**

- a) **It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this Agreement. The Employer and the Union agree to abide by those provisions unless this agreement provides otherwise. Notwithstanding the foregoing, neither Party is precluded from referring a matter to WorkSafeBC.**
- b) **The Employer agrees to provide employees a health and safe workplace which includes protecting employees from both physiological and psychological hazards.**
- c) **Any and all** safety meetings and tours of office will take place during working hours.

### **9.02 Worker Health and Safety Representative**

- a) **The worker health and safety representative will be appointed by the Union from among the workers at the workplace who do not exercise managerial functions at that workplace.**



**b) To the extent practicable, a worker health and safety representative has the same duties and functions as a joint committee, which include but are not limited to:**

- i)** 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.
- ii)** to investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations will include accidents which might have caused an injury to a workerer, whether or not such injury occurred.
- iii)** to hold **monthly** meetings for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

### **9.03 Right to Refuse Unsafe Work**

**It is recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this Article, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe B.C. Occupational Health and Safety Regulation.**

### **9.04 No Discriminatory Action**

- a) A worker must not be subject to discriminatory action as defined in Section 47 of the Workers' Compensation Act because the worker has acted in compliance with Sections 3.12 or with an order made by an Officer.**
- b) Further to the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.**

### **9.05 Clothing and Safety Equipment**

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.

### **9.06 Housekeeping and Sanitation**

- a)** The Employer and the Union agree to promote safety and hygiene in the office to follow procedures as outlined in Provincial Legislation.
- b) Adequate washroom and lunchroom will be provided by the Employer and kept in sanitary condition. The Employer will supply towels, soap and other supplies normally found in restrooms. Employees will co-operate by observing the rules of cleanliness.**

- c) The Employer will provide menstrual products without charge in the workplace toilet facilities used by menstruating persons, and provide a disposal container for menstrual products.

#### 9.07 Injured Employee – Reporting Procedure

- a) The Union will be notified immediately of each accident or injury. The Occupational Health & Safety Committee (Employer and Worker Representative) will investigate and report, as soon as possible, on the nature of the accident or injury.
- b) Furthermore, the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation as part of the Occupational Health & Safety Committee.

#### 9.08 Duty to Accommodate

The Parties recognize their shared moral and legal responsibilities towards employees requesting accommodations on the basis of a prohibited ground under the BC Human Rights Code. The Employer shall notify the Union whenever there is a request for accommodation. The Employer, the employee and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

#### 9.09 Respect in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment of, or by, employees, customers, contractors, suppliers or other individuals associated with the Employer while engaged in activities pertaining to the workplace will not be tolerated. The Employer may undertake to discipline any person employed by the Employer found to have been engaging in the harassment of another employee.

##### a) Definitions

##### i) Harassment

Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, criminal conviction. Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

- Racial or ethnic slurs including racially related nicknames
- Misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)
- Remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- Leering, staring or gestures of a sexual nature
- Display or communication of sexually explicit, pornographic, sexist, racist or derogatory e-mails or material
- Inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- Patronizing behaviour, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

**ii) Discrimination**

Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or any other characteristic prohibited by legislation.

**b) Reporting Procedure**

The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegation are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal charges, or civil litigation).

**i) an employee who feels subject to harassment should make every effort to tell the offending Party to stop such behaviour, prior to proceeding with an informal or formal complaint.**

**ii) if the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact an Employer designate, who will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Employer will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent**

**a recurrence. Every effort will be made to keep complaints as confidential as possible.**

- iii)** in cases of harassment, the employee alleging harassment has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation. In cases where harassment may result in the transfer of an employee where possible, it shall be the alleged harasser who is transferred. The employee who is harassed will not be transferred against their will.
- iv)** **the Employer will provide a summary of its investigation finding(s) to the complainant, the respondent and the Union upon conclusion of the investigation.**
- v)** **in the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.**
- vi)** **no employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.**
- vii)** 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.

## **ARTICLE 10 - GENERAL PROVISIONS**

**10.01 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:

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

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

Education Allowance:                      Clerical                      up to \$2500 each year

Requests for training can be initiated by the employee or the employee's Manager. Such requests may be approved at the Employer's discretion. Employees are paid their regular salary up to seven hours per day for the time the employee attends the course or seminar

plus parking up to 100% of cost. If the employee's course takes place after normal working hours, the employee will be reimbursed the employee's child care expense.

**10.03 Appendices** The attached Appendices are part of this Agreement and the Parties are bound by their terms.

**10.04 Picket Line** No employee shall be required to cross a legal picket line which has been recognized by the Union.

**10.05 Humanity Fund – Upon written authorization from an employee, the Employer agrees to deduct twenty dollars (\$20.00) from each employee on October 1<sup>st</sup> of each year and forward it to:**

**United Steelworkers of America**  
**Humanity Fund**  
**234 Eglinton Avenue East**  
**Toronto, Ontario M4P 1K7**

**10.06 Education and Training Fund**

a) The Employer shall contribute to the Union the sum of **one** cent (\$.01) per hour per employee for each hour worked for education and training of Union members.

b) The money shall be made payable to:

**USW** Local Union **2009** Education and Training Fund

**Suite #202, 9292 – 200<sup>th</sup> Street**  
**Langley, B.C. V1M 3A6**

and shall be remitted by the 15th of each month for the previous month and the Employer shall provide the 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, **the Union** and/or the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.

**11.02 Discharge and Disciplinary Action**

a) A claim by an employee, that **they have** been warned, discharged or suspended, without just cause, will be subject for a grievance. **Such grievance will be filed** at Step Two of the Grievance procedure within ten (10) working days after the employee receives notice.

b) When an employee has been dismissed without notice, the employee will have the right to **meet with their** Shop Steward or **Union Representative** 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 twelve (12) months.
- d) The Employer shall not take disciplinary action without first warning the employee. Warnings shall be given in writing to the employee, and a copy shall be provided for the Union.

### 11.03 **Informal Complaint**

It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given the employee's manager an opportunity to adjust the complaint.

### 11.04 **Grievance Procedure**

If, after registering the complaint with the Manager, and such complaint is not settled within three (3) 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:

#### **a) Step One**

The grievance shall be submitted in writing to the **designated management representative** directly through the Union **on behalf of the Steward or employee**. The **designated management representative** will meet with the **Union or Steward** within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor **has the right to be present or** may be present at this meeting, if requested by either Party.

The Manager will **respond in writing** within one (1) working day **of the date of the grievance meeting, giving** the Employer's **decision**.

#### **b) 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 and the appropriate representatives of the Employer, in a final attempt to resolve the grievance.

The grievor **has the right to be present or** 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.

**11.05** 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.

**11.06** 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.

**11.07** At any stage of the Grievance Procedure, including arbitration, the conferring **P**arties may have the assistance of the **e**mployee(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.

## **ARTICLE 12 - ARBITRATION**

### **12.01 Expedited Arbitration**

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 **P**arty may proceed to Expedited Arbitration subject to the following steps.

**12.02** The **P**arties 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 list of Arbitrators as follows:

1. Irene Holden
2. **James Dorsey**
3. **or any other Arbitrator agreed to by the Union and the Employer**

**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 **P**arty to the regular **A**rbitration procedure as contained in Article 12.**07** and all **A**rbitrations referred under Article 12.**07** must be held within ninety (90) consecutive calendar days of referral to **A**rbitration and a decision must rendered within twenty (20) days of the **A**rbitration being presented.

### **12.07 Arbitration**

Where a difference arises between the **P**arties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the **P**arties may, after exhausting the grievance procedure established by this Agreement, notify the other **P**arty in writing of its desire to submit the difference or allegation to arbitration.



- 12.08 Any matter referred to Arbitration, as provided in 12.07 hereof, shall be submitted to a single Arbitrator selected from the following list:
1. Irene Holden
  2. James Dorsey
  3. or any other Arbitrator agreed to by the Union and the Employer
- 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, or mutually agreed to by the Parties.
- 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 they have 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.

### **ARTICLE 13 - INSURANCE WELFARE**

**13.01 a)** Given the economic instability the Employer is currently undergoing, the Parties agree the Employer will compensate regular employees fifteen percent (15%) in lieu of benefits as set out in Appendix B.

**b)** During the term of this Agreement, the Parties will meet to discuss the implementing of Benefits as set out in Appendix B prior to December 31, 2025 or sooner if the economic climate for the Employer improves.

### **ARTICLE 14 - LEAVE OF ABSENCE AND SICK LEAVE ENTITLEMENT**

#### **14.01 Personal Leave**

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

- a)** The employee requests it in writing from the Employer, 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. **Such leave requests will not be unreasonably denied.**

#### **14.02 Union Leave**

**a)** 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 five (5) working days prior to the start of the leave, of the name of the delegates.

**b)** 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 one (1) employees at any one time.

**c)** 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.

**14.03 Jury Duty** An employee 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 in which 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.

**14.04 Bereavement Leave** - Employees will be granted three (3) days leave of absence with pay **plus two days for travel time if needed** in case of a death in the immediate family. "Immediate family" shall mean spouse, parents, **guardian**, grandparents, children, **grandchildren, siblings**, mother-in-law and father-in-law, brother-in-law and sister-in-law, **and any person who lives with an employee as a member of the employee's family. Reasonable requests pursuant to this Article must not be refused.**

**14.05 Funeral Leave** – **An employee will be entitled to one (1) day unpaid leave to attend a funeral, ceremonial practice or a celebration of life service as a mourner or a pallbearer.**

**14.06 Compassionate Leave** - If there is **significant risk of** death or serious illness in the Employee's immediate family, the Employee will receive special leave with pay for three days plus two days for travel time if needed.

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

**14.07 Pregnancy Leave**

**a) A pregnant employee who requests pregnancy leave shall be entitled to without loss of seniority:**

**i) seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus**

**ii) up to six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth of termination of the pregnancy, the employee is unable to return to work at the end of pregnancy leave, plus**

**iii) parental leave pursuant to Article 14.07, beginning immediately after the end of the pregnancy leave period(s), or at some other time mutually agreed between the Employer and the employee.**

**b) Commencement of Pregnancy Leave**

**i) the pregnant employee shall advise the Employer a minimum of two (2) weeks in advance of the date on which the pregnancy leave of absence is to commence.**

**ii) the period of pregnancy leave shall commence no earlier than eleven (11) weeks prior to expected date of delivery. However, the employee may request postponement of the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner of the employee's choice.**

iii) once pregnancy leave has commenced the employee may not return to work during the six (6) week period following the date of delivery, unless the employee requests in writing a shorter period a minimum of one (1) week in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the employee's choice attesting to the employee's ability to resume work.

**c) Continuation of Benefits**

An employee while on pregnancy leave shall be entitled to continued benefit plan coverage and benefits under this Agreement.

**d) Use of Sick Leave Entitlements**

i) an employee who is absent due to medical reasons related to pregnancy shall be entitled to utilize, before and/or after the pregnancy leave period referred to in Clause 14.07(a) above, any unused sick leave credits referred to in this Agreement, provided such absence is supported by a medical certificate or report from a qualified medical practitioner of the employee's choice.

ii) if an employee is eligible for unemployment insurance sick leave benefits, the employee may supplement those benefits from unused sick leave entitlements.

**e) Notice of Return to Work**

An employee on pregnancy leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave with their intent to return to work, whichever is the earlier date.

**f) Medical Documentation Paid for By Employer**

The costs for obtaining any medical certificate, examination or report, as referred to in this Article, shall be borne by the Employer.

**g) Post-Pregnancy Job Posting Rights**

i) an employee who terminates by not returning to work in accordance with this Article may obtain the right to apply for job vacancies.

ii) in order to qualify for the right to apply for job vacancies, the employee must advise the Employer of their resignation not later than fifteen (15) weeks after the date of commencement of pregnancy leave.

iii) the right to apply for job vacancies shall be in effect for two (2) years from the date of the employee's commencement of pregnancy leave. The employee must be available to return to work within thirty (30) calendar days of the date of notification of being the successful applicant for a job posting, otherwise the employee shall be deemed to have withdrawn their application.

- iv) seniority and service shall continue to accrue for all purposes under this Agreement while an employee is eligible for post-pregnancy job posting rights in accordance with Article 14.07 (g).

#### **14.08 Parental Leave**

- a) An employee requesting parental leave under this Article shall be entitled to the following without loss of seniority:**

- i) in the case of a birth parent, up to sixty-one (61) consecutive weeks unpaid leave in addition to their entitlements per Article 14.07(a), or**
- ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or**
- iii) in the case of an adopting parent, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child or children are placed with the parent.**

- b) Commencement of Parental Leave**

- i) an employee shall request parental leave at least four (4) weeks in advance of the date of commencement of the leave.**
- ii) if the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five (5) consecutive weeks unpaid leave, beginning immediately after the leave taken under subsection Article 14.08 (a).**
- iii) the Employer may require submission of a birth certificate for the child(ren) of an employee who is applying for parental leave prior to the commencement of such leave.**
- iv) in the case of adoption, the Employer may request proof of adoption prior to the commencement of such leave.**

- c) Medical Documentation Paid for By Employer**

**The costs for obtaining any medical certificate, examination or report, as referred to in this Article, shall be borne by the Employer.**

- d) Continuation of Benefits**

**An employee while on parental leave shall be entitled to continued benefit plan coverage and benefits under this Agreement.**

- e) The combined pregnancy leave and parental leave entitlements that any employee may be entitled to under the above sections shall be seventy-eight (78) weeks, plus any additional leave granted under other provisions of the Collective Agreement.**

#### 14.09 Sick Leave

- a) A regular employee will accumulate in each year, two and one-twelfth (2 1/12) days of sick leave with pay for every month of work subject to the following:
- i) at the end of a full calendar year of service, the maximum accumulation of sick leave will be twenty-five (25) sick leave days provided no sick leave days have been applied for and granted during the calendar year.
  - ii) if an employee is required to take time off for occasional illness, such employee may draw from their sick leave accumulation to supplement the employee's Short-Term Disability benefits under this Agreement.
  - iii) reporting of illness - if 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. Employees must also keep their Manager advised each day they are absent.
  - iv) medical certification - employees may be required by the Employer to provide a medical certificate to prove their illness. All costs associated to the request and/or production of a medical certificate shall be borne by the Employer.
  - v) at the end of each calendar year, a maximum of fifteen (15) accumulated and unused sick leave days will be converted to vacation days on the basis of one (1) vacation day for each five (5) days of accumulated sick leave. In addition, a maximum of ten (10) accumulated and unused sick leave days will be banked for use in a subsequent year. In no event will an employee's calendar year accumulation of sick leave days (a maximum of twenty-five days) plus an employee's banked accumulation of sick leave days (a maximum of ten days) exceed a total of thirty-five (35) sick leave days.
- b) Temporary employees, after ninety (90) consecutive days of employment with the Employer, are entitled to five (5) days of paid leave for personal illness or disability in each calendar year, and three (3) days of unpaid leave.

### ARTICLE 15 - WAGES

#### 15.01 Wage Rates and Classifications

- a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is part of this Collective Agreement.
- b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal for any employee to perform work contrary to the provisions of this Article,

**shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Employer.**

- d) RATE RETENTION – Employees transferred to other work which commands a higher rate classification rate of pay, either temporarily or permanently, shall receive the higher classification rate as seen in Appendix A.** 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, **they** shall retain **their** former rate.

#### **15.02 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 **e**mployee on the **e**mployee's pay statement.
- b) Any employee being discharged, laid off, or leaving of the **e**mployee's own accord will be paid all wages due **them** as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.
- c) Whenever there occurs an error in the pay of an **e**mployee, the Employer will **request that the difference be remitted** to the **e**mployee within twenty-four (24) hours **of becoming aware of the error. The Employer will be responsible to ensure** the difference between the amount of the cheque, and that to which the **e**mployee is normally entitled, **is corrected**.

#### **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.
- c) **The Employer agrees to draw up Job Descriptions for the classifications in the bargaining unit set out in Appendix A. The Employer will provide the Union with the completed job descriptions within sixty (60) days of the ratification of the collective agreement.**
- d) **Job Descriptions will contain the job title, qualifications and summary statement of duties and responsibilities, and the date prepared.**

### **ARTICLE 16 - JOB POSTINGS**

#### **16.01 Permanent Vacant Positions**

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

- b)** All vacancies will be posted for three (3) full work days on the bulletin board and emailed to the Union at office@usw2009.ca. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to the principle established in 8.01 of this Collective Agreement.
- c)** Temporary employees may apply for permanent vacation positions.
- d)** The job posting procedure is to be completed prior to outside recruiting or advertising, and the Union is to be notified.

#### **16.02 Temporary Job Openings**

- a)** For the purpose of this Agreement, an absence will be defined as a position that has an incumbent who has been granted an approved leave of absence.
- b)** The Employer may hire temporary employees not to exceed three (3) months, to replace an employee who will be on approved leave of absence or to perform a specific period or periods of work in connection with a specific project, work overload and seasonal peaks. This term may be extended a further three (3) months on mutual agreement of the Union and the Employer.
- c)** All temporary job openings will not be subject to the principle established in 8.01 of the Collective Agreement.

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

#### **16.04 Return to Former Job**

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

### **ARTICLE 17 - PENSION**

#### **17.01 Pension/RRSP**

The Employer acknowledges and sees the absolute value in supporting staff to plan for long term stability. During the term of this collective agreement, the Parties will meet and discuss the potential for a Registered Retirement Savings Plan for future employees.

### **ARTICLE 18 – TECHNOLOGICAL CHANGE**

**18.01 In the event that the Employer introduces a measure, policy, practice or technological change that affects the terms, conditions or security of employment**



**of a significant number of employees, the Employer must provide the Union with at least sixty (60) days' notice before the date on which the change will take effect.**

**It is agreed that the Employer and the Union will meet within fourteen (14) days of the notice being received by the Union to develop an adjustment plan.**

**18.02** **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.
- c) The period of notice will not coincide with an employee's annual vacation.

**18.03** **Recall Procedure**

Laid off employees with seniority will be given the first opportunity to be placed on the recall list for a period of two (2) years. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Article 18.02 (b).

**18.04** **Severance Pay** An employee whose services are terminated due to a merger, consolidation, a permanent suspension of operations, **or technological change** will receive at time of **notice or** reduction:

<b>Consecutive Service</b>	<b>Severance Pay</b>
Up to two (2) years	One (1) week
More than two (2) years	Two (2) week's pay for every year of full-time service to a maximum of eight (8) years of service.

## **ARTICLE 19 – DURATION OF AGREEMENT**

**19.01** This Agreement shall be for the period from and including January 1, 2023 to and including December 31, 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 December 31, 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 29<sup>th</sup> day of April, 2024.

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

**BC FORUM**

  
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Georgianna Bates (May 1, 2024 17:13 PDT)

**APPENDIX "A" - WAGES AND JOB CLASSIFICATIONS**

		<u>3%</u> <u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>3%</u> <u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>3%</u> <u>Effective</u> <u>January 1,</u> <u>2025</u>
<b>Classification</b>				
<b>Executive Administrator</b>				
<b>Start</b>	<b>\$24.08</b>	<b>See note</b>	<b>See note</b>	<b>See note</b>
<b>After 1 year seniority</b>	<b>\$31.11</b>	<b>\$32.04</b>	<b>\$33.00</b>	<b>\$33.99</b>

**NOTES:**

**\*Starting rate of pay will be reflective of the Living Wage in Greater Vancouver. The \$24.08 starting rate will be the minimum hourly base rate of pay.**

**If, during the term of the Collective Agreement, the Living Wage is increased, the starting hourly based rate will also be increased.**

**\*\*Currently, Regular Employees receive 15% in lieu of benefits.**

## APPENDIX "B"

### INSURANCE WELFARE BENEFITS

- a) The Employer's Benefit Plan appended hereto form part of this Agreement unless in conflict with the Agreement. The Parties will meet for the purpose of ensuring that the Benefit Plan appended hereto conforms with the present practice. Any difference arising in such meeting will be resolved under the grievance procedure of this Agreement.
- b) **Notwithstanding the above, the Parties agree that during the term of this Collective Agreement, the Employer will compensate regular employees' fifteen percent (15%) in lieu of Insurance Welfare Benefits.**
- c) **During the term of this Agreement, the Parties will meet to discuss the implementing of Insurance Welfare Benefits prior to December 31, 2025 or sooner if the economic climate for the Employer improves.**

**LETTER OF AGREEMENT #1 – STEELWORKERS UNION DEFINED BENEFIT PENSION**

The Parties agree that during the life of the Collective Agreement there will be a review of the Steelworkers Union Defined Benefits Pension in place of the RRSP Provisions as set out in **Article 17** of the Collective Agreement or a combination of both to ensure the value of the benefit remains at five percent (5%).

**IN WITNESS WHEREOF** the Parties executed this Agreement this **22<sup>nd</sup>** day of **January**, **2024**.

UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2009)

BC FORUM

***“originally signed”***

***“originally signed”***

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## LETTER OF AGREEMENT #2 – REMOTE WORK

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 Employer on a regular full time or part time basis. The arrangement should be operationally feasible and provide benefit to the employee and the Employer. The approval of applications to work remotely will be at the discretion of the Employer, however, a rationale for the denial will be provided when requested by the Union. 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”).

### Definition

Remote work refers to a work arrangement under which employees work from an area outside of the office. Employees shall communicate with the Employer and perform their work by electronic or other means, normally from their residence.

### Agreement

- a) The Parties agree that no employee shall be required to work remotely, and that all remote work arrangements shall be by mutual agreement between the Employer and the employee. Adversely, remote work arrangements shall not be unreasonably denied or rescinded by the Employer unless the conditions set out in this LOU apply.
- b) Rescindment of remote work arrangements will only be used to manage performance or absenteeism as an absolute last resort. The Parties agree that employees will always be allowed the opportunity to correct performance-based inadequacies within the agreed telecommuting arrangement whenever possible.
- c) Remote work may consist of either full-time remote work or a combination of remote work and work in the office.
- d) Employees applying for remote work will have satisfactorily completed their probationary period, and their work performance is in good standing.
- e) The Employer, in consultation with the Union, will establish working remotely policies and procedures to ensure workers are healthy and safe including minimum standards for remote work stations.
- f) The employee agrees that joint on-site safety and suitability visits by the Employer and JHSC Representatives may be performed prior to the commencement of an employee working remotely 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.

- g) The Parties recognize that certain activities may require an employee under a remote work agreement to report to work at the Employer’s office, external location, or event, from time-to-time.
- h) The Employer will continue to provide a workspace for employees in the office, however any employee working remotely may not be provided dedicated individual office or workspace at the Employer’s office.
- i) The Employer is responsible for providing appropriate tools and equipment for employees to use on a “one device per person” basis and will be responsible for all repairs and maintenance. The Employer 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.
- j) All software used by the employee on the Employer’s computers must be legally acquired and licensed by the Employer and installed by the appropriate Employer designated personnel.
- k) The Employer will supply employees working remotely with general office supplies, e.g.: paper, pens, tape, markers, paperclips, flip chart paper; items deemed as necessary for the employee to complete the functions of their job duties. All requests for supplies must be approved by the Employer.
- l) All the equipment provided to the employee to work remotely shall remain the property of the Employer and must be returned should employment or the working remotely arrangement is terminated.
- m) Remote work arrangements are voluntary, and expenses that are required, such as tools, supplies, equipment, WI-FI/Internet service and storage locker reimbursement must be approved and will be provided by the Employer, related to setting up and maintaining an employee’s home office as the responsibility of the employee.
- n) Employees will seek approval from the Employer if they intend to work remotely from any area that is not their residence. Employees will take necessary steps to ensure security of confidential information if working remotely outside their residence. Working remotely outside the employee’s residence is approved at the Employer’s sole discretion, and shall always be temporary in nature.
- o) Employees will retain all rights and benefits of the Collective Agreement, including WCB coverage<sup>4</sup> during the hours the employee is working. Salary, Benefits, and job responsibilities will not change as a result of any remote work arrangements.

**IN WITNESS WHEREOF** the Parties executed this Agreement this 27<sup>th</sup> day of July , 2023.

UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2009)

BC FORUM

*“originally signed”*

*“originally signed”*

**LETTER OF AGREEMENT #3**

**PARKING**

The Employer and the Union shall explore options for Parking during the life of the Collective Agreement.

**IN WITNESS WHEREOF** the Parties executed this Agreement this **22<sup>nd</sup>** day of **January**, **2024**.

UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2009)

BC FORUM

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