

**COLLECTIVE AGREEMENT**

**between**

**UNITED STEELWORKERS OF AMERICA  
( ON BEHALF OF LOCAL UNION 2952)**

**and**

**CANADIAN ASSOCIATION OF UNION SERVICES  
SHAREHOLDER ASSOCIATION FOR RESEARCH AND EDUCATION  
COLUMBIA FOUNDATION  
COLUMBIA INSTITUTE  
WORKING ENTERPRISES TAX SERVICES**

**Term of Agreement – May 13, 2003 – May 12, 2006**

Errors and Omissions Excepted  
opeiu-343

L:\Local2952\LU 2952 Company Files\CAUS-SHARE-Columbia Found & Inst-WE Tax\Agreement\Oct 8-03 CAUS SHARE Columbia et al Agt 03-06 Dec 5-03.doc

## COLLECTIVE AGREEMENT

**BETWEEN:** Canadian Association of Union Services, Shareholder Association for Research and Education, Columbia Foundation, Columbia Institute and Working Enterprises Tax Services Ltd.

(hereinafter referred to as "the Employer")

**AND:** THE UNITED STEELWORKERS OF AMERICA  
(On Behalf of Local No. 2952)

(hereinafter referred to as "the Union")

### DATE AND REFERENCE

This Agreement is dated for reference \_\_\_\_\_ and named for reference the Canadian Association of Union Services, Shareholder Association for Research and Education, Columbia Foundation, Columbia Institute and Working Enterprises Tax Services Ltd.

### WITNESSETH:

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

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

### ARTICLE 1 - PURPOSE OF AGREEMENT

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

### ARTICLE 2 - RECOGNITION & SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees employed by the Canadian Association of Union Services, Shareholder Association for Research and Education, Columbia Foundation, Columbia Institute and Working Enterprises Tax Services except those excluded by the Certification.
- 2.02 Persons, whether employed by the Employer or from outside who are not members of the bargaining unit, will not perform work on any jobs that are included in the bargaining unit, except as follows:
- a) For the purpose of instruction

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

**ARTICLE 3 - MANAGEMENT FUNCTIONS**

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

**ARTICLE 4 - UNION SECURITY**

- 4.01 a) All Employees within the Collective Bargaining Unit covered by this Agreement shall become members and maintain membership in the Union, as a condition of their employment.
- b) All jobs covered under Appendix "A" of the current Collective Agreement shall be performed by bargaining unit Employees. This provision shall not be exercised in a manner inconsistent with the provisions of Article 2.02.
- c) The Employer shall deduct from the pay of each member of the bargaining unit once each month, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- 4.02 The dues so deducted shall be remitted along with a list of the names of Employees from whom such deductions have been made within one week of the end of the month payable to the:

International Treasurer  
 United Steelworkers of America  
 Unit D, Box 34223  
 Vancouver, B.C. V6J 4N1

In the event that such wages are insufficient to pay union dues, such deduction shall be made from the wages payable to the Employee on a subsequent pay cheque in the calendar month.

- 4.03 The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made, and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made, and the reasons why, along with any forms required by the International Union.
- 4.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 4.05 The Employer agrees to print the amount of total dues deductions paid by each Employee for the previous calendar year on the Income Tax T4 form.

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

- 5.01 **Day Shift** The standard workday will consist of seven (7) hours worked between the hours of 8:00 a.m. and 4:00 p.m. with a designated sixty (60) minute lunch period.
- 5.02 **Change of Start and Stop Times** By mutual agreement between the Employer and the Union Office Committee, the regular starting and stopping times of standard work shifts may be changed.
- 5.03 **Regular Week** Five shifts, Monday to Friday, day shift inclusive, will constitute a regular week's work.
- 5.04 **Work Performed on Saturday, Sunday and Office Holiday**
- a) Time and one half (1 ½ x) will be paid for work performed over thirty-five (35) hours in a week and;
  - b) Double (2x) the Employee's wage for any time over forty-eight (48) hours.
- 5.05 **Overtime**
- a) **Overtime – Daily** The first two (2) hours of overtime worked each day shall be paid at the rate of 1.5 times the classified rate. All overtime in excess of two (2) hours each day shall be paid at the rate of 2.0 times the classified 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 his/her 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. This includes call in for security checks. Phone calls to the Employee's home, of a business nature will be paid with time banked equivalent to one-half hour increments. If a concurrent call on the same issue is necessary, it will be classified as one call.

- 5.06 **Banking of Overtime** In lieu of the overtime provisions of Article 5 of the Collective Agreement, 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 no less than (1/2) one half of a day. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such agreement is not made, all banked time not taken will be paid within one year from the date of accumulation, at overtime rates under this agreement.

- 5.07 **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 (1.5x) for time worked, except when other arrangements are made by mutual agreement between the Employer and the Union Office Committee.

- 5.08 **Lunch Period** The mid-shift lunch period will be mutually arranged between the Employer and the Union Office Committee. 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.

- 5.09 a) Employees will be allowed a fifteen (15) minute rest period approximately halfway through each half shift.
- b) 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.
- c) Employees working overtime for the two (2) or more hours, who have not received clear and adequate notice of a minimum of one (1) day that overtime is required will be, will be entitled to a fifteen dollar (\$15.00) meal allowance.

## **ARTICLE 6 - OFFICE HOLIDAYS**

- 6.01 a) All Employees covered by this Agreement will receive seven (7) hours' pay at their regular straight time rates for each of the following Office Holidays (regardless of the day on which the holiday falls), in addition to any wages which the Employee may be in receipt of for work performed on such holidays:

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

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

- b) **\*Floating Day:** To help deal with the stress of a busy work life, there is one (1) extra paid day away from work that every Employee is entitled to receive. A Floating Day may be taken, one day at a time, by mutual agreement between the Employer and the Employee. A Floating Day may not be added to vacations. A Floating Day may not be accumulated and must be used up each year.
  - c) As per Company policy, employee will be entitled to time off beginning at noon on Christmas Eve and inclusive to 1<sup>st</sup> day of work after New Year's Day.
- 6.02 When Office Holidays fall on Saturday or Sunday, such holidays will be celebrated on Monday, and when such holidays fall on consecutive Saturday and Sunday, or consecutive Sunday and Monday, such holidays will be celebrated the next day immediately following the Office Holiday.
- 6.03 Should any of the above holidays occur during an Employee's vacation period, the Employee will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 6.04 In order to qualify for seven (7) hours pay for the above Office Holidays, the Employee must have been employed a minimum of thirty (30) consecutive calendar days with the Employer.
- 6.05 Disciplinary action may be taken in instances where Employees fail to work the day before or the day after an Office Holiday, except where permission was previously obtained, or the Employee has a justified reason for being absent.
- 6.06 Employees not actively employed because of:
- layoff
  - leave of absence
  - illness and not eligible for WCB payments for the involved Office Holiday(s)
  - injury and not eligible for WCB payments for the involved Office Holiday(s)
- and who work a minimum of one (1) shift within the fourteen (14) day period prior to, or the fourteen (14) day period following the Office Holiday(s) in question, will qualify for Office Holiday pay for such Office Holiday(s).
- 6.07 An Employee required to work on any of the above-named holidays will be paid at overtime rates for all hours so worked in addition to his/her office holiday pay.

**ARTICLE 7 - VACATION WITH PAY**

- 7.01 a) Up to the first calendar year of an Employee's employment, the Employee will be entitled to vacation with pay at the rate of .83 days for each full month worked.
- b) During each of the first, second and third calendar years of an Employee's employment, the Employees with seniority will be entitled to fifteen (15) working days vacation with pay.
- c) During each of the fourth to tenth calendar years of an Employee's employment, the Employee will be entitled to twenty (20) working days vacation with pay.
- d) During the tenth full year and onward of an Employee's employment, the Employee will be entitled to twenty five working days vacation with pay.

To celebrate the tenth, fifteenth, and twentieth year with the Employer, an extra week's paid holiday will be given. The tenth anniversary bonus week is taken in the tenth year; the fifteenth anniversary bonus week may be taken between the fifteenth to nineteenth year; the twentieth anniversary bonus week may be taken between the twentieth and the twenty-fourth year.

- e) Vacation will not be accumulated or waived, but must be taken within the current calendar year.
- f) 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.
- g) Employees may apply to carry forward up to five (5) calendar days to the next calendar year. Such application will not be unreasonably denied.

#### **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 Employee's right to a job based upon his/her length of service with the Employer, and his/her ability to efficiently fulfill the job requirements.
- b) All promotions, demotions, transfers, filling of vacancies, layoffs, terminations, vacations, shifts and re-hiring after layoffs or termination will be done strictly in accordance with the principles set forth in 8.01 a).
- c) 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 totaling sixty-five (65) workdays.
- d) Upon completion of such probationary period, the Employee will acquire seniority status and will have his or her seniority date backdated to the date of the Employee's original date of hire. Seniority will be on an office-wide basis, and will mean total length of service in the bargaining unit, as defined above.
- 8.02 Seniority will be maintained and accumulated until it is lost under 8.03 below.
- 8.03 An Employee will lose all seniority rights, and his/her name will be removed from all seniority lists for any one of the following reasons:
- a) If the Employee voluntarily quits
  - b) If the Employee is discharged for just and reasonable cause, and is not reinstated in accordance with the provisions of this Agreement
  - c) If the Employee is recalled to work, and does not report within five (5) work days after the Employee has been notified to do so by the Employer by registered mail or priority courier to the Employee's last known address. (A copy of such notice shall be sent to the Union). However, should the registered/couriered letter not be delivered in the ordinary course of mail, though no fault of the Employee, the five (5) work day period will commence only after the Employee has become aware of the recall
  - d) Is on layoff for a period of time equal to the Employee's service up to one (1) year

8.04 Shop Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy of such seniority list will be mailed to the area office of the Union, and a copy posted on the Employer bulletin boards for Employees' inspection. The Employer agrees to provide the Union every December 31st with a seniority list, which includes the Employees' addresses, telephone numbers and rates of pay.

#### **ARTICLE 9 - SAFETY & HEALTH**

9.01 The Employer and the Union will maintain an Occupational Health & Safety Committee.

9.02 The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the Industrial Health and Safety Regulations Act of British Columbia, and

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

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

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

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

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

9.07 An Employee may refuse to do any particular act or series of acts at work which he or she has reasonable grounds to believe are dangerous to his or her health or safety, or the health and safety of any other person at the place of employment, until sufficient steps have been taken to satisfy the Employee otherwise, or until the Occupational Health & Safety Committee or the Workers' Compensation Board has investigated the matter, and advised the Employee otherwise.

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

9.09 The Employer will pay each year fifty percent (50%) of the membership fee up to a maximum of three hundred dollars (\$300.00) for each Employee with seniority to join a recognized fitness program of the Employee's choice.



## **ARTICLE 10 - GENERAL PROVISIONS**

- 10.01 **Human Rights** The Employer and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of Employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin.
- 10.02 The Union and the Employer recognize the right of Employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another Employee.
- a) Sexual harassment will be defined as:
    - (i) Inappropriate touching, including which is expressed to be unwanted
    - (ii) Suggestive remarks or other verbal abuse with a sexual connotation
    - (iii) Compromising invitations
    - (v) Demands for sexual favours
    - (vi) Sexual assault
  - b) In cases of harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where harassment may result in the transfer of an Employee where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his or her will.
  - c) An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
  - d) An alleged offender under this clause shall be entitled:
    - (i) To be given notice of the substance of a grievance under this clause
    - (ii) To be given notice of and to attend, participate in and be represented at any arbitration hearing, which is held as a grievance under this clause
  - e) An Arbitrator, hearing a grievance under this clause, will have authority to:
    - (i) Act as a mediator/arbitrator upon application of either party
    - (ii) Dismiss the grievance;
    - (iii) Determine the appropriate level of discipline
    - (iv) Make such further order as may be necessary to provide a final and conclusive settlement of the grievance
  - f) An alleged offender under this clause will not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the arbitrator.
- 10.03 The Employer and the Union agree to observe the provisions of the Canadian Bill of Rights.

10.04 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against, Employees in their lawful right to become and remain members of the Union, and to participate in its activities.

10.05 **Union Representation**

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

10.06 **Negotiating Committee**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

10.07 **Notice of Lay-off** All Employees with seniority will be given in writing the following notice of layoff or salary in lieu of notice:

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

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

10.08 **Recall Procedure** Laid off Employees with seniority will be given the first opportunity to be rehired.

- 10.09 **Jury Duty** An Employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance up to ninety (90) days. After ninety (90) days the Employee agrees to meet with the Union to discuss further remedies. The Employee shall reimburse the Employer to the full amount of the jury pay or witness fees received by the Employee. For purposes of this clause, all Employees shall be considered as being on day shift.
- 10.10 **Bereavement Leave** Employees will be granted three (3) days leave of absence with pay, plus two (2) days for travel with pay if needed, in case of a death in the immediate family. "Immediate family" shall mean spouse, parents, grandparents, children, brothers, sisters, mother-in-law and father-in-law, brother-in-law and sister-in-law.
- 10.11 **Compassionate Leave** If there is a death or serious illness in the Employee's family, the Employee will receive a special leave with pay for three days plus two days for travel time if needed. The Employee will also receive with pay one (1) day to attend the funeral of a close friend.

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

- 10.12 **Pre-Authorized Child Care Expenses** The Employer will reimburse Employees for reasonable, receipted child care expenses if the Employee is asked to attend functions in the evenings, or overnight outside of the Greater Vancouver area, or on regular days off in accordance with the following:
- a) If there is no one at home able to take care of the Employee's child.
  - b) In the case of separated parents, if the spouse is not responsible for the child.
  - c) Only pre-authorized childcare expenses, outside of those normally incurred, will be reimbursed.
- 10.13 **Training** 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:** Up to \$1500 each year. Should education costs exceed the member can apply to have the additional amount or the employer and the member may agree to a higher amount.

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 childcare expense. Requests for training will not be unreasonably denied .

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

- 10.14 **Appendices** The attached Appendices are part of this Agreement and the parties are bound by their terms.
- 10.15 **Union Representative** If an authorized representative, who is not employed by the Employer, wants to speak to a Local Union Representative about a grievance or other official business,

such representative will advise the Employer or the designated representative, who will then call the Local Union Representative to an appropriate place where they may confer privately.

- 10.16 **Bulletin Boards** The Employer agrees to provide bulletin boards in the office for the purpose of posting union and official information. Notices will be signed and posted only by officers of the Union, and will be in keeping with the spirit and intent of this Agreement.
- 10.17 **Reporting Allowance** If an Employee reports for work on the Employee's scheduled shift, without having been previously notified not to report, the Employee will be given at least seven (7) hours work at the Employee's regular rate of pay, or if no work is available, the Employee will be paid the equivalent of seven (7) hours at his or her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.
- 10.18 **Consultation with Union - Prior to Certain Changes** The Employer agrees to consult with the Shop Steward or Grievance Committee Member, if available on the premises prior to discharging, laying off, transferring, promoting or demoting any Employee.
- 10.19 **Notices between Employer and Union** Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to it at its registered address. Any notice to be given to the Union under the terms of this Agreement will be given by registered mail addressed to the Secretary of the Union at its registered address.
- 10.20 **Manager's Identification** The names of all Managers setting forth their official status will be posted on the Employer's bulletin board(s).
- 10.21 **Contracting Out** The Employer will not contract out bargaining unit work that will result in the layoff of Employees in the bargaining unit.

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

- 10.22 **Pay Days**
- a) Wages will be paid on the 15th and end of the month. Reports of hours worked at various rates will be available on request. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.
  - b) Any Employee being discharged, laid off, or leaving of the Employee's own accord will be paid all wages due to the Employee as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.
  - c) Whenever there occurs an error in the pay of an Employee, the Employer will remit to the Employee within twenty-four (24) hours or as quickly as is reasonably possible, the difference between the amount of the cheque and that to which the Employee is normally entitled.
- 10.23 **Disabled Employees** Employees sustaining injuries or affected by disease, and becoming physically disabled as a result thereof, every effort will be made by the Employer to give the disabled Employee such suitable employment as is available.

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

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

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

Full-time Consecutive Service	Severance Pay
Up to two (2) years	One (1) weeks
More than two (2) years	Two (2) weeks pay for every year of full-time service to a maximum of eight (8) years of service.

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

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

Subject matter will include, but is not limited to:

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

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

10.29 **Humanity Fund** The Employer agrees to donate one hundred dollars (\$100.00) for each Employee yearly to the United Steelworkers of America Humanity Fund.

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

- a) At the end of a full calendar year of service, the maximum accumulation of sick leave will be ten (10) sick leave days provided no sick leave days have been applied for and granted during the calendar year.
- b) If an Employee is required to take time off for occasional illness, such Employee may draw from his or her sick leave accumulation to supplement the Employee’s Short Term Disability benefits under this Agreement.
- c) 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.
- d) Employees will be required after their sick bank of ten (10) days has been utilized and they require additional sick time to provide a medical certificate to prove their illness upon

which the Employer and the Union will meet to decide whether the requested sick days are with or without pay.

- e) At the end of each calendar year, a maximum of ten (10) 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 (25) 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.

**10.31 Education and Training Fund**

- a) Effective date of ratification the Employer shall contribute to the Union the sum of five cents (\$.05) per hour per Employee for each hour worked for education and training of Union members.
- b) The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted yearly for the current year by January 15th and the Employer shall provide the necessary information regarding amounts paid for each Employee.

**10.32 Employee Records**

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

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

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

**ARTICLE 11 - GRIEVANCE PROCEDURE**

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

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

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

**Step One**

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

**Step Two**

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

- 11.04 The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first become aware of the alleged violation of the Agreement.

- 11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.

- 11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the office to view disputed operations, and to confer with the necessary witnesses.

11.07 **Discharge and Disciplinary Action**

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

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

- b) When an Employee has been dismissed without notice, the Employee will have the right to interview his or her Shop Steward for a reasonable period of time before leaving the Employer's premises.
- c) All derogatory notations on an Employee's record shall be removed after fifteen (15) months.

- d) (i) The Employer shall not take disciplinary action without first warning the Employee.
- (ii) Warnings shall be given in writing to the Employee, and a copy shall be provided for the Union.

#### **ARTICLE 12 - EXPEDITED ARBITRATION**

- 12.01 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps.
- 12.02 The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.
- 12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) consecutive calendar days after referral to Expedited Arbitration.
- 12.04 The Union and Employer agree that grievances referred to Expedited Arbitration will be adjudicated by a list of Arbitrators as follows:
  - 1. Ron Keras
  - 2. Chris Sullivan
  - 3. Vince Ready
- 12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- 12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 12 and all arbitrations referred under Article 12 must be held within ninety (90) consecutive calendar days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

#### **ARBITRATION**

- 12.07 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitratable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.08 Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:
  - 1. Ron Keras
  - 2. Chris Sullivan
  - 3. Vince Ready
  - 4.
- 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 12.04 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 12.13 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.14 No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 12.15 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.
- 12.16 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.
- 12.17 At arbitration the Employer will compensate the grievor, the grievor's steward, the local union president and up to three necessary witnesses for time spent at the arbitration hearing, including an allowance of one-half hour for time used by such Employees to travel from work to the hearing, and one-half hour for time used to return to work.
- 12.18 It is hereby agreed by both parties that the Employer will not subpoena or call as a witness in any arbitration proceedings any Employee from the bargaining unit, or use a signed affidavit or a deposition from a bargaining unit Employee. It is also agreed that the Union will not subpoena or call as a witness in such proceedings any Manager of the Employer, or use a signed affidavit or a deposition from a Manager of the Employer.

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

- 13.01 The Employer agrees that during the term of this Agreement, the Employer will provide the Insurance Welfare Benefits, as set out in Appendix "B" attached hereto, and made part of this Agreement, for all Employees and their eligible dependents.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 An Employee with twelve (12) or more months of services will be allowed a short term leave of absence up to three (3) months without pay for personal reasons, if:
- a) The Employee requests it in writing from the Employer
  - 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.
- 14.02 One (1) Employee who has been elected or appointed by the Union to attend union conventions or conferences or other union business shall be granted unpaid leave of absence for this

purpose. The Union will notify the Employer in writing, not less than ten (10) working days prior to the start of the leave, of the name of the delegates.

- 14.03 Legitimate union business of two (2) shifts or less will be considered a valid reason for unpaid leave of absence. The Union agrees to give the Employer as much prior notice as possible of such leave. In addition, the Union agrees to have regard to the Employer's operational requirements when requesting such leave. This leave will be limited to a total of two (2) Employees at any one time.
- 14.04 The Employer will grant an Employee an unpaid leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The Union agrees to have regard to the Employer's operational requirements when requesting such leave. The Employee must request the leave of absence in writing, and the Union must approve it. This leave may be extended for additional three (3) years periods by mutual agreement.
- 14.05 **Pregnancy and Parental Leaves** A pregnant Employee is entitled to up to 17 weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date and no later than the actual birth date. The leave will end no earlier than 6 weeks after the actual birth date, unless the Employee requests a shorter period, and no later than 17 weeks after the actual birth date.

If you are the new father, you are given up to 3 days leave with pay when your child is being born. You may not know exactly when your leave will happen but you should advise your Supervisor or Manager of the approximate date. You may either take three days together, or as separate days, e.g. one on the day your baby is born, and the other when the baby leaves the hospital.

Parental leaves of up to 35 consecutive weeks for a birth mother who has taken pregnancy leave may commence immediately after the end of the pregnancy leave unless the Employer and Employee agree otherwise. For a birth mother who has not taken pregnancy leave, she is entitled to up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event. Birth fathers and adopting parents are entitled to up to 37 consecutive weeks of unpaid leave after the child's birth or the child is placed with the parent and within 52 weeks after that event.

In both pregnancy and parental leaves, you may apply for financial assistance through Employment Insurance. EIC pays benefits for 15 weeks for pregnancy leave and 35 weeks for parental leave. In a parental leave, these benefits are available to the mother or father or can be split between the parents.

The Employer agrees to provide a payment to an Employee for the first 30 weeks of a leave in the amount of 93% of an Employee's normal weekly earnings. This payment will be offset to take into account any Employment Insurance commission benefits or other earnings received by the Employee. The Employee may choose to have the total amount payable by the Employer for the 30 week period allocated instead to a full 52 weeks.

During either a pregnancy or a parental leave, salary range and seniority will not change. The Employer agrees to protect the Employee's position and location. If the Employee's position or location cannot be protected, the Employer agrees to find the Employee a comparable position or location upon returning to work.

The salary review date is not affected by pregnancy and parental leave. Any salary increases granted during the leave will be in effect on the date the Employee returns to work. The Employee's benefits package and the Employer's contribution to the Employee's pension plan remain the same. Vacation and sick leave benefits are separate from a pregnancy leave and are not affected.

## **ARTICLE 15 - WAGES**

- 15.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Appendix "A" attached hereto, and forming a part of this Agreement.
- 15.02 **Temporary Transfer** An Employee who is temporarily transferred to meet the Employer's convenience to another job for which the regular rate is less than that which the Employee is receiving, the Employee shall retain his or her former rate, and if such transfer is to a job with a higher rate, the Employee shall receive the higher rate paid for such job. Such transfers will not exceed six (6) months.
- 15.03 **New or Changed Job Classification**
- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
  - b) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.
- 15.04 **Rate Retention** All Employees with seniority who have received a classification rate for ten (10) shifts or more will, if reduced to a lower rated classification, continue to retain and receive the higher rate for thirty (30) calendar days. If the Employee reverts to a higher rated job during the aforementioned thirty (30) day period of rate retention and is subsequently moved to a lower rated job, the Employee will continue to re-qualify himself/herself for a thirty (30) day retention period each time the Employee reverts to the Employee's higher rated job.

## **ARTICLE 16 - JOB POSTINGS**

- 16.01 All jobs that are vacant for more than thirty (30) calendar days, and all new jobs will be posted for three (3) full workdays on the bulletin board. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.01 of this Agreement.
- 16.02 For the purpose of this Agreement, a vacancy will be defined as any unfilled position where there is work being performed.
- 16.03 Temporary job openings in the bargaining unit that are not subject to the Job Posting Procedure shall mean:
- a) Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.
  - b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 of the collective agreement.
- 16.04 **Job Openings (Not Temporary)** All job openings in the bargaining unit, will be posted on the Bulletin Board for three (3) full workdays.
- a) The job posting procedure to be completed prior to outside recruiting or advertising.
- 16.05 **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.

16.06 **Return to Former Job**

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

**ARTICLE 17 - PENSION**

17.01 The Employer agrees that during the term of this Agreement, the Employer will provide a Pension, as set out in Appendix "C" attached hereto, and made part of this Agreement, for all Employees and their eligible dependents.

**ARTICLE 18 - DURATION OF AGREEMENT**

18.01 This Agreement shall be for the period from and including May 13, 2003 to and including May 12, 2006 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 May 12, 2006 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.

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

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

**IN WITNESS WHEREOF** the Parties executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**On Behalf of the Employer**  
**Canadian Association of Union Services**  
**Shareholder Association for Research and Education**  
**Columbia Foundation**  
**Columbia Institute**  
**Working Enterprises Tax Services Ltd.**

**On Behalf of the Union**  
**UNITED STEELWORKERS OF AMERICA, ON BEHALF OF LOCAL UNION 2952**

John Kay

Charmaine Osborne

Steve Watson

Lisa Georgetti



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

<b><u>CLASSIFICATION</u></b>	<b>Annual Salary June 1/03</b>	<b>Annual Salary June 1/04</b>	<b>Annual Salary June 1/05</b>	<b>Annual Salary June 1/06</b>
Administrator	36,482.00	37,143.00	37,815.00	38,500.00

\*Retroactive pay to be paid from June 1, 2003 to signing of agreement.

**APPENDIX "B"**

**INSURANCE WELFARE BENEFITS**

The Employer's Benefit Plan appended hereto forms part of this Agreement unless in conflict with the Agreement. Upon ratification of this 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.

**APPENDIX "C"**

**PENSION/RRSP**

- C.01 The Employer's pension plan is in the form of an RRSP. At the end of each calendar year Employees are given 5% of that year's base earnings to be invested in an RRSP. These funds must remain in the RRSP of the Employee's choice while the Employee is employed by the Employer. Employees should be ready to provide, upon request, an annual statement verifying these funds have been deposited in an RRSP.
- C.02 **Retirement Benefits** An Employee who retires on pension or voluntarily terminates after at least ten (10) years of service is entitled to the following:
- C.03 Option to convert the Life Insurance Policy to a five thousand dollar (\$5,000.00) policy for the member and two thousand five hundred dollars (\$2,500.00) for dependent spouse. Premium is retiring Employee's responsibility. A.D. and D. Life Insurance terminates.
- C.04 Upon the completion of five (5) years service, Employees who retire will be provided with a travel certificate in the amount of \$100.00 for each year of service.