

COLLECTIVE AGREEMENT

BETWEEN

VANCOUVER STEELWORKERS PENSION PLAN

AND

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

January 1, 2011 – December 31, 2014

Errors and Omissions Excepted
cope-343

COLLECTIVE AGREEMENT

BETWEEN: VANCOUVER STEELWORKERS PENSION PLAN

(Hereinafter referred to as "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)**

(Hereinafter referred to as "the Union")

ARTICLE 1 - BARGAINING AGENCY

1.01 The Employer recognizes the Union as the sole collective bargaining agency for the employees in the **Langley** office of the Employer.

ARTICLE 2 - UNION SECURITY

2.01 All employees in the bargaining unit shall, as a condition of employment, pay to the Union the amount of the union dues. All employees who are retained beyond thirty days shall become members of the Union and shall maintain their membership during the life of this Agreement. Employees hired on a temporary basis for periods not exceeding thirty days or for a specific project which does not exceed ninety days' duration shall not be required to join the Union.

ARTICLE 3 - CHECKOFF

3.01 The Employer will check off on the first pay day of each month the union dues and assessments in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution. Each employee will authorize the Employer by means of a checkoff authorization to make such deductions. Such deductions shall be remitted within fifteen days by cheque payable to the **United Steelworkers**. The dues remittance shall be accompanied by a copy of the payroll for the pay period in which the deductions were made.

ARTICLE 4 - PERMANENT PART-TIME, PROBATIONARY AND TEMPORARY EMPLOYEES

4.01 **Permanent Part-Time Employees**

A permanent part-time employee is one who is hired to work regularly less than the work week provided in this Agreement.

Permanent part-time employees shall be paid not less than the proportion of the base rate established for the job classification which their weekly work schedule bears to the regular work week.

4.02 **Probationary Employees**

- a) A probationary employee is one appointed to a position subject to satisfactory performance for ninety days.
- b) A probationary employee shall be covered by the terms of this Agreement except for its discharge provision.

4.03 **Temporary Employees**

- a) A temporary employee is one who is hired for a specific project. The Union shall be informed at the end of ninety days of the status of such employee.
- b) A temporary employee who is retained beyond six months shall be considered to have completed his or her probationary period and his or her earnings shall be increased in accordance with the progression rates shown in Schedule "A".
- c) Except for salaries, paid holidays and vacations, a temporary employee shall not be included in the terms of this Agreement.

4.04 **Lists of Employees**

The Employer agrees to furnish to the Union as soon as possible after the beginning of each month, but not later than the 15th of each month, with names of all employees (full-time, permanent part-time , probationary) who were engaged and employees whose services were terminated during the previous month.

ARTICLE 5 - JOB CONTENT DESCRIPTIONS

- 5.01 The employer will provide job content descriptions of existing and new jobs to the Union. The Employer agrees to keep these descriptions up-to-date and new jobs will be rated by mutual agreement on the basis of the description.
- 5.02 The Employer agrees to notify the Union of any vacancy or any new position within 30 calendar days after such notice.

ARTICLE 6 - SENIORITY

- 6.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period, effective from the date of hiring.
- 6.02 In promotions and lay-offs, seniority shall be the only consideration where merit and ability are sufficient. In promotions, a trail period of up to three months shall be given and if an employee does not prove to be satisfactory he or she shall have the right to revert to his or her former position.
- 6.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for cause. The seniority status of an employee granted leave of absence shall be retained.
- 6.04 An employee laid off in reduction of staff covered by this Agreement, if re-employed, shall preserve seniority to date of layoff. Seniority shall be taken into consideration in rehiring provided that the employee keeps the Employer informed of his or her whereabouts. If the seniority list is exhausted in case of rehiring, the Employer shall consult with the Union in regard to filling the vacancy.
- 6.05 Up-to-date seniority lists will be provided to the Union by June 1st of each year.

ARTICLE 7 - DISCHARGE AND TERMINATION

- 7.01 a) The Employer shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Employer.

- b) When considering discharging or demoting an employee, the Employer shall first discuss thoroughly with the employer the reasons for which he is considering the discharge or demotion. If at the end of one month from the date of this discussion, the employee's service is still unsatisfactory (if this is the reason for the discharge or demotion), the Employer may give the employee notice of discharge or demotion and in the case of discharge, the provisions of Section 7.03 shall apply.
- 7.02
- a) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee.
 - b) The employee, the Shop Steward or grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.
 - c) **Relief** – All written warnings, reprimands and suspension shall be rescinded and removed from the employee's personnel file, after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the employee thereafter.
- 7.03
- a) **Pay in Lieu** - In the case of discharge employees will receive two (2) weeks notice or pay in lieu of notice.
 - b) **Severance Pay** -Employees will receive two (2) weeks pay , for every year of service in the case of office closure.
- 7.04
- Where the Employer keeps any record of an employee's attendance, conduct or work performance in an employee's file, a copy will be given to the employee concerned at the time of entry.
- 7.05
- Employees shall take direction from the Senior Staff Representative in the **Langley** Sub-District office or his or her designate.

ARTICLE 8 - HOURS OF WORK

- 8.01
- a) The standard hours of work will consist of seven (7) hours between 8:00 a.m. and 4:00 p.m. with a designated unpaid sixty (60) minute lunch period, Monday to Friday inclusive.
 - b) The hours of work specified in Article 8.01 a) for the period May 1st through August 31st inclusive, shall be reduced by one-half hour Monday through Thursday; on Fridays they shall be reduced by one hour.
- 8.02
- Employees shall be entitled to one fifteen (15) minute rest period each morning and afternoon at a time or times to be arranged mutually between the Employer and the employees.

ARTICLE 9 - OVERTIME

- 9.01
- An employee required by proper authority to work beyond seven (7) hours per day Monday to Friday inclusive, or to work on Saturday, shall be paid at the rate of time-and-one half (1 ½) his or her regular rate. Any time worked on Sunday shall be paid at two (2) times the regular rate. Instead of claiming overtime pay, an employee may have the option of taking the equivalent time off at a mutually convenient time. All overtime shall be voluntary.
- 9.02
- If an employee is required to work overtime, a minimum of two-and-one half (2 ½) hours beyond the scheduled quitting time, the employee shall be given an allowance of five dollars (\$5.00) for meal and transportation.

9.03 An employee called into work on a day which is not a regular working day shall be paid a minimum of four hours pay at his or her appropriate premium rate.

ARTICLE 10 - PAID HOLIDAYS

10.01 Employees shall be given the following holidays without deduction of pay:

New Year's Day	Thanksgiving Day
Heritage Day	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Floater Holidays (two)*
Canada Day	
B.C. Day	
Labour Day	

*Floater Holidays to be taken at a time mutually convenient to the Employer and the Employee.

10.02 If a Statutory Holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.

10.03 Employees required to work on any of these holidays will be paid at the rate of double times the employee's regular rate.

10.04 **Christmas Break** Employees will be given time off with pay during the Christmas holidays. This paid time shall be equal to the amount of paid time granted to employees of the International Union. Employees may extend this time off by scheduling time from their vacation entitlement.

ARTICLE 11 - VACATIONS

11.01 Vacation credits shall be calculated from January 1st of each calendar year.

Years of Service

Vacation Entitlement With Pay

Less than one year	1 ½ days per month of service
One year but less than five	3 weeks
Five years but less than ten	4 weeks
Ten years but less than eighteen	5 weeks
Eighteen years but less than thirty	6 weeks
Thirty and over	7 weeks

11.02 **Vacation Pay on Termination**

If an employee is terminated or if an employee terminates employment, his/her vacation entitlement shall be prorated to the actual time worked that calendar year. If the employee has exceeded this pro-rated allotment, the difference shall be deducted from the final pay cheque prior to termination.

11.03 When a paid holiday falls within an employee's vacation period the employee shall be entitled to one extra day's vacation with pay for each such holiday.

11.04 As far as possible, vacations will be scheduled to fit in with the plans of employees.

11.05 **Vacation Bonus** Each employee shall receive a yearly bonus of one hundred fifty dollars (\$150.00)

11.06 It is understood that except in a case of extreme emergency, an employee shall take each year the vacation to which he or she is entitled. However, if a vacation is not taken because of the Employer's request, the vacation credit shall be cumulative and shall apply at a later date.

ARTICLE 12 - EQUAL PAY FOR EQUAL WORK

12.01 Where an employee has the necessary qualifications and/or has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries.

ARTICLE 13 - SALARIES

13.01 Salaries shall be in accordance with Schedule "A" of this Agreement, which shall become effective on the dates shown in the Schedule.

ARTICLE 14 - SICK LEAVE AND MATERNITY LEAVE

14.01 If required, employees shall be allowed up to ten (10) working days' sick leave with pay in each calendar year. Proof of illness may be required if the Employer requests it.

14.02 The Employer shall grant a leave of absence in accordance with the existing legislation, six weeks of which shall be with pay. Employees receiving such maternity leave will retain and accumulate seniority during such leave. An additional leave of absence may be granted for a period in excess of the above upon presentation of a doctor's certificate but additional seniority may not be accumulated.

Part-time employees will not receive the ten days sick leave as specified in 14.01.

ARTICLE 15 - UNION ACTIVITY AND LEAVE OF ABSENCE

15.01 Employees may be granted leave of absence when delegated to engage in union or political activities or professional training, workshops or seminars and where it is authorized, such leave shall be with pay and without loss of seniority. The granting and length of such leave shall, in each case, be at the discretion of the Employer, such leave will not be unreasonably withheld. Leave of absence for other than union or political activity or professional training, workshops or seminars, when mutually agreed upon by the Employer and the employee, shall not affect seniority.

ARTICLE 16 - JURY DUTY

16.01 The payment as a Juror or Crown Witness of full salary without regard to fee as a juror or a crown witness shall be made to regular employees who are absent for jury duty. The Plan will be reimbursed any fees which the employee may receive from the courts.

ARTICLE 17 - INSURANCE, MEDICAL DENTAL AND PENSION PLANS

17.01 A Welfare Program will be maintained in accordance with the following:

Coverage

Medical The medical coverage will be equivalent to that supplied by the British Columbia Medical Plan.

Extended Health Benefits

1. Life Insurance \$45,000
2. A.D. and D. \$45,000

3. Sub-section 2 above will not apply when Workers' Compensation is payable.

4. **Weekly Indemnity:**

EI Disability Benefit Maximum Amount

Waiting Period - Nil for accident

Seven (7) days for sickness

Nil if hospitalized

Duration of Benefits: 104 weeks

An employee in receipt of Weekly Indemnity Benefits shall receive a top up from the Employer for the first twenty-six weeks of absence. The top up will be equal to the difference between Weekly Indemnity Benefits and an employee's regular wages.

17.03 **Insurance Coverage Commences** Three (3) month waiting period for employees first entering the employ of a company participating in this Plan.

17.04 **Dental Plan**

1. Basic Dental - 100%

2. Prosthetic Appliances and Crown and Bridge Procedures - 90%

Effective Date for new employees dental coverage will commence on the first date of the month following three (3) months of employment.

17.05 **Participation** Participation in the Insurance, Medical and Dental Plans is a condition of employment.

17.06 Premium cost of the Insurance, Medical and Dental Plans will be borne by the Employer.

17.07 **Pension Plan**

The Employer will pay **Four dollars and twenty-eight cents (\$4.28)** per hour pension contribution on behalf of the members of the Pension Plan **effective January 1, 2011.**

January 1, 2012 – Four dollars and thirty-eight cents (\$4.38)

January 1, 2013 – Four dollars and forty-eight cents (\$4.48)

January 1, 2014 – Four dollars and fifty-eight cents (\$4.58)

Contributions will be paid while on Weekly Indemnity and Worksafe B.C.

17.08 **Vision Care** If required, Two hundred fifty dollars (\$250.00) to be paid to each employee per twenty-four month period.

17.09 The Benefits listed in this section do not apply to part-time or casual employees.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 **Grievances will be processed as follows:**

Step 1 It is generally understood that an employee has no grievance until he, either directly or through the Union, has first given their immediate Supervisor an opportunity to resolve the grievance. If after registering the grievance with their immediate Supervisor and such grievance 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 2 The grievance shall be submitted in writing to the Supervisor either directly or through the Union. The Supervisor will meet with the 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 Supervisor within a further three (3) working days will give the Employer's answer on the grievance form, and return it to the Union.

Step 3 If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to Management who shall, within three (3) working days hold a meeting with the Union Grievance Committee (not to exceed two (2) in number) 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. Management will within a further three (3) working days give the Employer's decision in writing to the Union on or attached to the grievance form.

If settlement is not reached the grievance will proceed to Step 4.

Step 4 Expedited arbitration or arbitration.

18.02 **TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:**

<u>Appeal To</u>	<u>Time</u>	<u>Answer</u>
<u>Step 1</u>	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
<u>Step 2</u>	Within 5 days of answer	3 days
<u>Step 3</u>	Within 5 days of answer	3 days
<u>Step 4</u>	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

18.03 **DISCHARGE CASES** - If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

18.04 **WARNING - SUSPENSION - DISCHARGE** - Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.

18.05 **GROUP OR GENERAL GRIEVANCES** - Grievances of a general or group nature will be put in writing and instituted at Step 2.

18.06 **TIME LIMITS - FAILURE TO ACT** - If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

18.07 **GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** - At each of the three grievance steps the Company and the Union may have equal representation.

18.08 **COMPANY REPRESENTATIVE - STEPS 2 AND 3** - If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 18.03 and 18.05.

ARTICLE 19 – EXPEDITED ARBITRATION

19.01 Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the Collective Agreement, with due regard to the following:

19.02 An Arbitrator shall be appointed by the Vice-Chairman – Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three Parties.

19.03 a) Within thirty (30) calendar days after receipt of the Step 3 answer, the Company or the Union initiating the grievance shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the other Party, or their designate. Should the representatives of the other Party deem that the issue does not meet the criteria of section 19.06 a) of this Article, the initiating party will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section 19.06 a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the initiating party for further determination as if at the conclusion of the Third Stage of the grievance procedure.

b) The list of arbitrators shall be maintained alphabetically to be used by fixed rotation. The next arbitrator shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and Union Representatives. The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three parties.

19.04 Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated Shop Committee member and a designated representative of the Local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

19.05 a) The hearing shall be informal

b) No briefs shall be filed or transcripts made

c) There shall be no formal evidence rules

d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the Parties. In all respects, he shall assure that the hearing is a fair one.

e) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the Parties, the case shall be referred back to the initiating party for final deposition.

f) The Arbitrator shall render his written decision within five (5) work days following the date of the hearing. Their decision shall be based on the facts presented by the Parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both Parties.

- 19.06 a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 20 of this Agreement.

ARTICLE 20 – ARBITRATION

- 20.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or 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.
- 20.02 Any matter referred to arbitration, as provided in 20.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. **Chris Sullivan**
 2. Rod Germaine
 3. **Brian Foley**
 4. Colin Taylor
- 20.03 The Arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.
- 20.04 The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.
- 20.05 The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the difference 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.
- 20.06 If, during the life of this Agreement, one of the Arbitrators named in 20.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 20.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 20.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 20.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or to amend any of the provisions of this Agreement.
- 20.10 A claim by an Employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the employer's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator as the case may be.

ARTICLE 21 - RIGHTS AND PRIVILEGES

21.01 Any rights and privileges at present enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement.

ARTICLE 22 - HEALTH AND SANITATION

22.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

22.02 No pregnant employee will be required to operate V.D.T.'s . They shall be assigned other duties.

ARTICLE 23 - UNION LABEL

23.01 The Employer agrees that the members of Local Union 2009 may use their union label on office correspondence.

ARTICLE 24 - BEREAVEMENT PAY

24.01 If a death occurs in the immediate family, an employee shall be allowed **five** days' leave with full pay, or **six** days if the death is out of town. Such leave may be extended by mutual agreement. "Immediate Family" shall mean husband, wife, common-law-spouse, father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, sister, brother, grandparents, grandchildren or relatives living in the same household.

ARTICLE 25 - NO DISCRIMINATION OR HARASSMENT

25.01 The Employer recognizes its responsibility to maintain a safe work environment that is free from discrimination and harassment.

25.02 No Discrimination

- a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee, by reason of age, colour, place of origin, ethnicity, citizenship, ancestry, native language, political or religious affiliation, beliefs or activities, gender, gender orientation, sexual preference, sexual orientation, marital status, parental status, family status, number of dependents, place of residence, record of offenses except where it relates to a bona fide qualification due to the nature of employment, H.I.V. or Acquired Immune Deficiency syndrome status, pregnancy or physical disability where it does not prevent the usual performance or required duties of the position, union membership or activity, nor by reason of the exercise of any of the rights contained in this Agreement.
- b) No employee or applicant for employment shall be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency.

25.03 No Harassment

- a) The Employer agrees there shall be no harassment of employees, or employee's representatives. The Employer agrees that there shall be no form of sexual, gender racial/ethnic harassment or any harassment of the types listed in Article 25.02.
- b) Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature which creates a hostile or poisoned working environment. It includes, but is not limited to:

- i) any unwanted sexual solicitation, attention, or advance; or
- ii) implied or expressed promise or reward for complying with a sexually oriented request; or
- iii) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to reply to a sexually oriented request; or
- iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a hostile or poisoned working environment.

25.04 Gender harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of sexual orientation or gender, and creates a hostile or poisoned working environment.

25.05 Racial/ethnic harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of ethnicity, colour, or place of origin and creates a hostile or poisoned working environment.

25.06 Harassment shall be further defined as offensive comments, or actions which belittle an employee's work, demeaning the individual or causing personal humiliation and creating a hostile or poisoned work environment.

25.07 Harassment shall be further defined as an offensive comment and/or action which demeans an individual or causes personal humiliation of the types listed in Article 25.02, and creates a hostile or poisoned work environment.

25.08 **Harassment and Assault Grievances**

- a) Cases of harassment and assault shall be considered as discrimination, and shall be eligible to proceed as grievances.
- b) Where the alleged harasser or assailant is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step. The grievant may use her/his discretion in determining which step in Article 18 the grievance shall begin the Grievance Procedure at.
- c) The Employer agrees to keep all written documents related to sexual harassment grievances in a secure, locked place.
- d) No information relating to the grievor's personal background, lifestyle, or mode of dress shall be admissible during the grievance or arbitration process.
- e) If the grievant requests that contact in her/ his work area with the alleged harasser or assailant be limited or discontinued during the period of consideration of the grievance, the Employer shall comply with the request. Where there is any detriment to be suffered respecting job classification, seniority, wages, etc., in order to achieve an effect only upon the respondent, such detriment shall fall upon the respondent and not other members of the Bargaining Unit.
- f) In any arbitration case arising in the context of any discipline imposed for alleged harassment conduct or assault involving another Bargaining Unit employee (the respondent) the arbitrator is hereby expressly empowered to direct that the respondent be transferred away from the place of work or time of work of the person found to have been sexually harassed or assaulted by the respondent. Such transfer shall be designed to only affect the respondent insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., in order to achieve an effect only upon the respondent, such detriment shall fall upon the respondent and not

other members of the Bargaining Unit. The arbitrator may direct a transfer of the respondent without regard to the respondent's seniority.

25.09 Sexual assault shall be defined as any form of intentional sexual contact forced upon another person without that person's consent that affects a person's sexual integrity and/or dignity.

25.10 Leave for Harassment and Assault

- a) If the resolution of a grievance establishes that harassment has occurred, the Employer agrees that paid leave may be a part of compensation offered to the grievant, depending upon the severity of the incident and the Employer's level of responsiveness in preventing the harassment from occurring in the workplace.
- b) If the resolution of a grievance establishes that sexual assault occurred, the Employer agrees that paid leave shall be granted for compassionate purposes and that additional paid leave may be part of the compensation offered to the grievant depending upon the severity of the incident and the Employer's level of responsiveness in preventing the assault from occurring in the work place.
- c) If the resolution of the grievance establishes that sexual assault or harassment has occurred the Employer agrees that any sick leave taken or shifts missed during the grievance procedure shall be considered paid leave for up to two (2) days.

ARTICLE 26 - INTERPRETATION

26.01 In this Agreement, reference to the female gender will include the male and to the male will include the female.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 The Employer agrees to consult with the Union at least ninety (90) days before entering into an agreement with a supplier for equipment or method of operation which changes the method by which work is performed.

27.02 The Employer agrees to provide, at no cost to the affected employee, any training required to perform the job affected by a technological change.

27.03 No employee will be displaced by technological change.

ARTICLE 28 – EDUCATION AND TRAINING FUND

28.01 The Employer will pay one hundred dollars (\$100.00) per employee January 1st of each year to the USW, LU **2009** Education and Training Fund.

ARTICLE 29 – HUMANITY FUND

29.01 The Company agrees to deduct \$20.00 from each employee on October 1st of each year and forward to the **United Steelworkers** Humanity Fund.

ARTICLE 30 - TERM OF AGREEMENT

- 30.01 This Agreement shall be for the period from and including **January 1, 2011** to and including **December 31, 2014** 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, 2014** 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.
- 30.02 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 or this Agreement or a new Collective Agreement whichever shall first occur.

Signed this _____ day of _____ **2011**.

**VANCOUVER STEELWORKERS
PENSION PLAN**

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

SCHEDULE "A"

WAGES

<u>CLASSIFICATION</u>	<u>Jan 1/11</u>	<u>Jan 1/12</u>	<u>Jan 1/13</u>	<u>Jan 1/14</u>
Pension Office Administrator	\$32.58	\$33.24	\$33.91	\$34.59

APPENDIX "A"

When employee travels re Pension Plan he/she will receive:

Cost of Hotel + **\$62.31** per day.

The employee will be reimbursed for reasonable expenses incurred while away from the office on Pension business in the greater Vancouver area.

LETTER OF UNDERTANDING

BETWEEN: VANCOUVER STEELWORKERS PENSION PLAN

(Hereinafter referred to as "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)**

(Hereinafter referred to as "the Union")

HOURS OF WORK

Hours of work will be a four (4) day work week consisting of eight and one-half hours (8.5) per day totaling thirty-four hours per week and paid for thirty-five hours. Article 8.01 b will not be in effect while on a four (4) day work week. The parties agree to meet to discuss occupational requirements and the four (4) day week may be cancelled with thirty (30) days notice in writing for bona fide business reasons only.

All transponder annual fees and bridge tolls to and from work will be paid by the Employer.

Signed this _____ day of _____ 2011.

**VANCOUVER STEELWORKERS
PENSION PLAN**

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

