

**COLLECTIVE AGREEMENT**

**BETWEEN**

**B.C. FEDERATION OF LABOUR**

**AND**

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

**(UNITED STEELWORKERS)**

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

**APRIL 1, 2009 – MARCH 31, 2012**

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APRIL 1, 2009 – MARCH 31, 2012

**ADDENDUMS**

**LETTERS OF UNDERSTANDING**

- Addendum A - Special Project and Temporary Staff
- Addendum B - Interpretation of Article 4 – Seniority, Section 1
- Addendum C - Deferred Salary Leave Plan
- Addendum D - Executive Director and Bargaining Unit Work
- Addendum E - Occupational Health & Safety Centre
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Effective: **April 1, 2009 to March 31, 2012**

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2011  
BETWEEN: **B.C. FEDERATION OF LABOUR**

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

PARTY OF THE FIRST PART

AND: **UNITED STEELWORKERS, LOCAL 2009**

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

PARTY OF THE SECOND PART

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## **ARTICLE 1 - PURPOSE**

The purpose of this agreement is to clearly define rates of pay and conditions of employment, to provide for an amicable method of settling differences that may arise, and to promote a harmonious relationship between the Federation and its employees.

## **ARTICLE 2 - BARGAINING UNIT AND RECOGNITION**

### **Section 1**

The bargaining unit covered by this agreement shall comprise of those non-clerical employees of the Federation not covered by the COPE, Local 378 certification.

### **Section 2**

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

### **Section 3**

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

## **ARTICLE 3 - UNION SECURITY AND MEMBERSHIP**

### **Section 1**

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

### **Section 2**

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

## **ARTICLE 4 - FEDERATION RIGHTS**

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

## **ARTICLE 5 - UNION REPRESENTATION**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **ARTICLE 6 - DISCRIMINATION/HARASSMENT**

### **Section 1**

The Federation shall not discriminate against an employee on the basis of prohibited grounds as set out in the BC Human Rights Code.

### **Section 2**

Discrimination shall include violation of the principle of equal pay for work of equal value.

### **Section 3**

The Federation recognizes the right of employees to work in an environment free from personal harassment. Harassment includes the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate.

### **Section 4**

Personal harassment is defined by the parties as behaviour which denies an individual her or his dignity or respect by creating an intimidating, humiliating, hostile or offensive work environment, and which may also constitute discrimination on the basis of any of the grounds prohibited under the BC Human Rights Act.

### **Section 5**

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

### **Section 6**

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

### **Section 7**

- a) The procedure for resolving complaints of harassment or sexual harassment shall be as follows:
- b) Any complaint of harassment or sexual harassment shall be dealt with expeditiously and in strict confidence.
- c) The complainant and/or alleged offender, if a member of the Union, shall be accompanied by a representative of the Union or colleague at all meetings in this procedure.

- d) The complainant may choose to speak to or correspond directly with the alleged harasser in an attempt to resolve the matter.
- e) In the first instance attempts may be made to resolve the matter informally.
- f) If the matter is not resolved through informal means, the complainant may refer the matter to the BC FED and the Chair of the USW who will ensure that the complaint is investigated.
- g) Investigation dates shall be set with the first available investigator from the mutually agreed list within ten (10) working days of the receipt of the complaint.
- h) Upon receipt of the complaint, they shall notify the alleged harasser in writing of the complaint and provide notice of investigation.
- i) The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator be of the same gender as the complainant and where practicable the request will not be denied.

### **Section 8**

The investigator shall be asked to provide both a report and recommendation to the BC FED and the Chair of the USW. The report shall remain confidential. The complainant shall be informed in writing that disciplinary action was or was not taken.

### **Section 9**

- a) The Investigator's report and recommendations shall be implemented and may include:
- b) For the complainant:
  - i) reinstatement of sick leave used as a result of harassment;
  - ii) counselling;
  - iii) other remedies as recommended by the investigator
- c) For the harasser;
  - i) corrective action including discipline;
  - ii) counselling;
  - iii) courses or programs;
  - iv) other remedies as recommended by the investigator

## **Section 10**

- a) If the employer fails to follow the provisions of the collective agreement, the complainant may initiate a grievance at Step 2 of the Grievance Procedure.
- b) If the complainant is not satisfied with the investigator's recommendation, the complainant may pursue a grievance at Step 2 of the Grievance Procedure. If the complainant, through the Union, chooses to file a grievance under Section 10 a) or b), the Employer will not be obligated to implement the recommendations as set out in Section 9 a). All parties agree that the investigator's report and recommendations will not be referenced or entered as evidence in any way during any grievance or arbitration arising out of this Section.

## **Section 11**

The employer does not condone and will not tolerate discrimination on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, health, marital or family status, disability, conviction for an offence for which a pardon has been granted, political affiliation or union members or activity.

## **ARTICLE 7 - HOURS OF WORK**

### **Section 1**

Due to the nature of the Federation's operation as a Union organization providing service to affiliates and its members, hours of work for employees covered by this Agreement shall be as required and not be defined, and therefore do not necessarily correspond to the normal administration hours of the operation of the Federation.

### **Section 2**

The Federation recognizes that employees with undefined hours of work may work additional hours in the evenings and on weekends. These employees shall be entitled to additional casual time off with pay by mutual agreement with the Federation. Agreement by the employer shall not be unreasonably withheld.

### **Section 3**

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

- a) Eight (8) days with pay per calendar year.
- b) Employees may schedule lieu days off at their discretion, having regard to the demands of their work assignments and the day-to-day operating needs of the Federation. Employees will provide written notice to the Federation when scheduling those days.



- c) Employees will not schedule more than two (2) lieu days consecutively, except with mutual agreement of the Federation.
- d) Lieu days will be taken in the year accrued and, if not taken, will be deemed to have been taken.
- e) In addition to lieu days specified above, employees will be entitled to have the week between Christmas Day and New Year's Day off work with pay.

## **ARTICLE 8 - POSTING**

### **Section 1**

If the Employer intends to fill permanent positions, temporary term positions exceeding one year or create a new permanent position, the Employer shall, within seven (7) calendar days, post a notice of the position with a copy of the job description for a minimum of fourteen (14) days. A copy of the posting and the job description shall be forwarded to the Union.

### **Section 2**

If the employer significantly changes a posted job description, it is understood that the revised qualifications shall be related to the duties and responsibilities of the position. Where a dispute arises between the Parties regarding whether the qualifications are related to the duties and responsibilities, the matter shall be dealt with through an expedited mediation/arbitration process pursuant to Section 53(5) of the Labour Code.

### **Section 3**

- a) The B.C. Federation of Labour agrees that all vacancies will be filled by internal applicants from within the bargaining unit. If there are no successful internal applicants then the employer may recruit externally.

**Note:** It is understood that the Employer shall identify to the internal applicant why they were not successful in a job posting.

### **b) Vacancies Not Filled**

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

## **ARTICLE 9 - STATUTORY HOLIDAYS**

### **Section 1**

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

An additional February statutory holiday will be instituted in a manner similar to that provided to the COPE bargaining unit.

New Years Day

Good Friday

Labour Day

Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Dominion Day	Boxing Day
Christmas Day	British Columbia Day	General Election Days

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

## **Section 2**

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

## **ARTICLE 10 - ANNUAL VACATIONS**

### **Section 1**

Subject to Article 13, Section 7, full-time employees shall receive annual vacation with pay as follows:

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

## **Section 6**

Vacation periods approved by the employer shall not be changed except by mutual agreement between the employee and the employer, except in cases of emergency. In the event an emergency compels the employer to cancel the vacation, the employer shall reimburse any vacation expenses for which an employee may be liable *subject to the provision of receipts*.

## **Section 7**

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

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **Section 1**

Any employee may apply for, and where possible receive, up to six (6) months leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Federation, in writing.

### **Section 2 - Bereavement Leave**

- a) Upon request, an employee shall be granted up to five (5) working days leave of absence with pay in the event of the death of a relative or close friend.
- b) "Relative" is defined as the employee's spouse, child, parent, grandparent, grandchild, sister or brother, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship.
- c) If, during a period of paid leave, an employee is bereaved in circumstances under which she/he is eligible for bereavement leave under this Article, she/he shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave for out-of-province travel associated with bereavement leave for the death of a relative.

### **Section 3 – Marriage Leave**

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

### **Section 4 - Parental Leaves**

It is agreed that all benefits and conditions extended to maternity leave shall also apply for parental and adoption leave.

**a) Maternity Leave**

An employee shall qualify for parental leave upon completion of one year of employment.

- 1) Upon request the employee will be granted leave of absence without pay for a period of not more than twelve (12) months.
- 2) Where an employee suffers illness caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the sick leave clause of this Agreement.
- 3) On return from parental leave, an employee shall be placed in the former position or in a position of equal rank and equal pay.
- 4)
  - i) The B.C. Federation of Labour shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the B.C. Federation of Labour's portion.
  - ii) If the employee wishes to continue to pay the employee's portion of Registered Retirement Savings Plans (RRSP) Contributions during the period of leave, the B.C. Federation of Labour will pay the employers' portion.
- 5) Vacation entitlements, vacation pay and vacation allowance shall continue to accrue while an employee is on maternity leave for the first six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Section 5.9.
- 6) Parental leave for employees in their initial year of employment shall be in accordance with the Employment Standards Act.

**b) Adoption Leave**

- 1) Upon request, and having completed one (1) year of employment, an employee shall be granted leave of absence without pay for up to twelve (12) months following the adoption of a child. The employee shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- 2) On return from parental leave, an employee shall be placed in his/her former position or in a position of equal rank and equal pay.
- 3)
  - i) The B.C. Federation of Labour shall maintain coverage for medical, extended health, dental, group life, and long-term disability and shall pay the B.C. Federation of Labour's share of these premiums.

- ii) If the employee wishes to continue to pay the employee's portion of RRSP contributions during the period of leave, the B.C. Federation of Labour will pay the employer's portion.

**c) Seniority Rights on Re-employment**

- 1) An employee who returns to work after the expiration of leave shall retain the seniority accrued immediately prior to commencing leave and shall continue to accrue and be credited with seniority for the period of time covered by the leave.
- 2) An employee shall be deemed to have resigned on the date upon which the leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if the employee does not return to work after having applied for re-employment.

**d) Parental Period Allowance**

Employees who have completed the initial probation period and who are on parental leave shall receive an allowance in accordance with the following:

- 1) The employee shall apply for and be eligible to receive benefits pursuant to Section 22, Employment Insurance Act, 1996.
- 2) The allowance, during the two-week waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.
- 3) The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed ninety-three percent (93%) of employees' normal weekly earnings.
- 4) If the employee does not return to work on the pre-arranged date or upon the expiration of any leave granted pursuant to this Agreement and remain in the employ of the B.C. Federation of Labour for a period of at least six (6) months, the B.C. Federation of Labour may recover monies paid under this Section.

**Section 4 - Special Leave**

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

## **Section 5 - Secondment Leave**

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

## **Section 6 – Compassionate Care Leave**

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

- 1) The employee shall apply for and be eligible to receive benefits pursuant to Section 22, Employment Insurance Act, 1996.
- 2) The allowance, during the two-week waiting period not covered by Employment Insurance benefits, shall be 93 percent of regular salary.
- 3) The allowance for the remainder of the benefit period shall be an amount such that the combination of Employment Insurance benefits and all other earnings shall not exceed ninety-three percent (93%) of employees' normal weekly earnings.

## **ARTICLE 12 - SICK LEAVE, WELFARE AND PENSION PLANS**

### **Section 1 - Sick Leave**

- a) The Federation will allow three (3) working days per month sick leave with full pay. Sick leave may be accumulated from month to month and year to year up to a maximum of fifty-one (51) actual working days. If requested by the Federation, a doctor's certificate must be supplied by the Employee in respect of any illness extending beyond three (3) working days.
- b) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a Wage Indemnity Plan shall be paid by the Federation from the employee's accumulative "sick leave".  
A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an employee's accumulated sick leave shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by a Wage Indemnity Plan. Sick leave shall not accumulate while an employee is absent because of a disability.
- c) An employee on sick leave, weekly indemnity or long-term disability for a period of more than one year shall have vacation entitlement capped at one year.

### **Section 2 - Medical, Dental and Extended Health Benefits**

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

- a) Medical Services Plan of B.C.
- b) Extended Health Plan through Pacific Blue Cross. The Plan shall include:
  - 1) a maximum lifetime limit for extended health benefits of \$1,000,000.00 per person;
  - 2) vision care coverage (to a maximum of 500.00 every 12 months per person); and
  - 3) hearing aid coverage (\$500.00 maximum per adult and \$400 per child).
  - 4) maximum coverage for Acupuncturist, Chiropractor, Naturopath and Podiatrist services of \$1,000 and \$1,500 for Registered Psychologist services

- c) The cost of annual eye examinations upon submission of appropriate receipts for reimbursement;
- d) A dental plan through Pacific Blue Cross covering:
  - 1) 100% of the costs of the basic plan (Plan A);
  - 2) 80% of the costs of the extended plan (Plan B); and
  - 3) 80% of the costs of the orthodontic plan, to a maximum of \$5000.00 per person (Plan C).
- e) The terms of the Pacific Blue Cross plan and the Pacific Blue Cross dental plan shall be as set out in Appendix A."

### **Section 3 - Wage Indemnity and Long-Term Disability Benefits**

- a) The Federation shall provide and pay all costs of providing all full-time regular employees with Wage Indemnity benefits providing employee with 75 percent of their regular weekly earnings when the employee is unable to work due to sickness or accident.
- b) For the first three months that an employee is in receipt of Wage Indemnity benefits, the employee shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between regular salary and Wage Indemnity payments.
- c) The Federation shall provide and pay all costs of providing full-time-regular employees with Long-Term Disability benefits providing employees with 75 percent of their regular monthly earnings when the employee is unable to work due to sickness or accident.
- d) The terms of the plan for Wage Indemnity and Long-Term Disability benefits shall be as set out in Appendix B.

### **Section 4 - Pension Plan**

- a) The Federation agrees to pay the employees' contribution to the Canada Pension Plan;
- b) The Federation will deposit into an RRSP, 12.25 percent of the employees' earnings to the maximum allowable annual contribution under the Income Tax Act;
- c) The obligation of the employer to manage the employee's RRSP ends with the employer's contribution to the plan;
- d) Employees are not entitled to draw the equivalent contribution amount as wages instead of having the contribution placed in the RRSP;
- e) Funds deposited into the RRSP shall remain in a RRSP as long as the employee is in the employ of the Federation;
- f) Employees will provide, upon request, an annual statement of the RRSP account to the Federation; and



- g) The Federation and the union agree to investigate the possibility of creating a defined benefit pension plan for Federation officers and staff. This joint process will also consider retirement benefit allowance. The Federation agrees to provide up to \$3,500 to pay for professional consulting services or other agreed costs incurred in the course of this investigation. There will be no increase in Federation contributions to RRSPs or retirement coverage under this process during the life of the agreement.

### **Section 5 - Group Life Insurance**

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

### **Section 6 - Employment Insurance**

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

### **Section 7 - Responsibility for Benefits**

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

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

### **Section 8 - Family Illness Leave**

In the case of illness or injury of a dependent child and when no one at home other than the employee can provide for the needs of the ill child, the employee shall be entitled to use entitlement from the sick leave bank up to a maximum of two (2) days at any one time for this purpose. Upon request, additional time may be approved.

## **ARTICLE 13 - WAGES**

### **Section 1**

Effective April 1, 2009 – 2.8% - \$3,280.35 bi-weekly. Retroactive to April 1, 2009

Effective April 1, 2010 – 1.5% - \$3,329.55 bi-weekly. Retroactive to April 1, 2010

Effective April 1, 2011 – 1.2% - \$3,369.51 bi-weekly.

## **ARTICLE 14 - SENIORITY**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

Seniority lists will be made available by the Federation at such times as may be required for the administration of this Agreement.

### **Section 7**

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

## **ARTICLE 15 - LAYOFF AND RECALL**

### **Section 1**

Directors shall receive one (1) months notice of any impending layoff.

### **Section 2**

Order of layoff shall be in reverse order of seniority.

### **Section 3**

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

### **Section 4**

Notice of recall to an employee who has been laid off shall be made by registered mail. The employee must respond to such notice within the (10) days of receiving it.

## **ARTICLE 16 - AUTOMOBILES**

### **Section 1**

#### (a) **Allowance**

- (1) The auto allowance shall be increased as follows:

Effective the first of the month after the date of ratification – increase \$35 per month, for a total of \$860.00.

Effective April 2, 2011 – increase \$75 per month for a total of \$935.00.

- (2) Employees receiving an allowance shall provide their own insurance.
- (3) Employees receiving an allowance shall be required as a condition of employment to have a vehicle for use in Federation related business.
- (4) The vehicle shall be in good condition and be no more than five years old except as otherwise mutually agreed.
- (5) Automobile allowance and related benefits cease after two months of continuous absence on sick leave.

#### (b) **Operating Expenses**

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

(c) All vehicles shall be union built in North America.

(d) All vehicles shall be well maintained and kept in a clean and reasonable condition.

## **ARTICLE 17 - GENERAL**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5 - Jury Duty**

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

### **Section 6**

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

### **Section 7 - Childcare**

- a) The Federation will reimburse employees for reasonable, receipted childcare expenses in accordance with the following when:
- i) Employees are directed to attend meetings in evenings or on regular days off; or
  - ii) Employees are assigned overnight outside the Greater Vancouver area;  
and
  - i) No one in the employee's home (e.g. spouse, parent, partner responsible or non-dependent child) is able to care for the child; or

- ii) In the case of separated parents, the other parent is not caring for the child;
- b) Only childcare expenses outside of those normally incurred will be reimbursed.

## **ARTICLE 18 - PROFESSIONAL DEVELOPMENT/EDUCATION**

### **Section 1**

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

### **Section 2**

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

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

### **Section 1 - Justice and Dignity**

There will be no dismissal or discipline except for just and reasonable cause.

An employee whom the B.C. Federation of Labour suspends or discharges or whom it contends has lost his/her seniority under Sections of this Agreement shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

The employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if the alleged cause for suspension, discharge or termination presents a danger due to fighting, theft or concerted refusal to perform their assigned work.

Grievances involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless the Staff Union Representative and the B.C. Federation of Labour Officers' Representative of the B.C. Federation of Labour mutually agree otherwise. If the arbitrator upholds the suspension or discharge or break in service of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

The above references to suspensions, discharges and terminations are examples and are not intended to be all-inclusive but indicate how the various types of issues will be handled.

## **Section 2 - Reinstatement**

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

## **Section 3 - Notification**

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

## **Section 4 - Discipline Records**

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

## **Section 5 - Probation Period**

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

## **ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1**

Any difference concerning the employment relationship shall be considered a grievance and be subject to the provisions of this Article.

## **Section 2**

The parties shall meet promptly to attempt to settle any grievance.

## **Section 3**

Any grievance not settled orally shall be submitted in writing within 30 days of the day the grievor was notified orally or in writing, or reasonable became aware of the action or circumstance giving rise to the grievance.

## **Section 4**

A written grievance becomes the property of the union, and the employer will not enter into direct or indirect negotiation of a settlement of the written grievance with the grievor without the agreement of the union

## **Section 5**

The employer shall reply in writing to the employee and the union within fifteen (15) working days of receipt of the written grievance and give written reasons for rejecting a grievance.

## **Section 6**

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated management representative, who shall within fifteen (15) 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 fifteen (15) working days, give the Employer's decision in writing to the Union on or attached to the grievance form.

## **Section 7**

The union shall notify the Federation in writing, within fifteen (15) working days of receipt of the reasons, of intention to arbitrate the grievance.

## **Section 8**

The parties agree that all unsettled grievances, including whether or not a matter is arbitrate, shall be submitted to a sole and binding arbitrator agreed to by the Federation and the Union.

## **Section 9**

Arbitration hearings shall be held on the Federation's premises, or at another mutually-agreed location paid for the Federation.

## **Section 10**

The parties agree that no outside legal counsel will be used at hearings, or in preparing submissions.

## **Section 11**

The arbitrator shall have the power to dispose of any grievance by any arrangement which he considers just and equitable, or to relieve against any technical imperfection.

## **Section 12**

The arbitrator shall be required to give written reasons for any decision unless the parties agree otherwise.

## **Section 13**

Each party shall pay one-half of the arbitrator's expenses.

## **Section 14 – Expedited Arbitration**

- a) The parties shall meet at the call of either party to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitrations.
- b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - 1. dismissals;
  - 2. rejections on probation;
  - 3. suspension in excess of 20 work days
  - 4. policy grievances;
  - 5. grievances requiring substantial interpretation of a provision of the Agreement;
  - 6. grievances requiring presentation of extrinsic evidence;
  - 7. grievances where a party intends to raise a preliminary objection;
  - 8. demotions.

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

- (c) Ron Keras, Chris Sullivan or Irene Holden shall be appointed to hear and resolve groups of grievances within 30 calendar days of the appointment.



- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties agree that these arbitration awards will not be appealed under S. 99 or S.00 of the Labour Relations Code.
- (g) The procedure for expedited arbitration is:
  1. The parties will produce an agreed statement of facts and will forward this to the arbitrator along with their written submissions. Written submissions shall be exchanged by the parties.
  2. The arbitrator will review these submissions and schedule a case conference to determine if any testimony is necessary to decide a material fact in dispute.
  3. If testimony is necessary, the arbitrator will advise the parties of the topic for which such evidence is necessary. The Parties may each produce two witnesses whose evidence shall be limited to one-half hour in examination in chief, one-half hour in cross-examination and 15 minutes for rebuttal.
  4. The Parties may, by mutual agreement, vary procedure.

**ARTICLE 21 – EFAP – INTERLOCK**

**ARTICLE 22 – LOCAL UNION EDUCATION FUND**

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

**ARTICLE 23 – HUMANITY FUND**

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

**ARTICLE 24 – CREDIT CARD USE**

The Employer will clarify policy for those employees who have credit cards and for those employees who do not have credit cards the per diem will be the same as for the OH&S Centre.

**ARTICLE 25 - DURATION AND RETROACTIVITY**

**Section 1**

This Agreement shall be in full force and effect from **April 1, 2009** and until midnight of **March 31, 2012**.

**Section 2**

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

**Section 3**

Notice to commence bargaining for a renewal of this Agreement shall be deemed to be given on **January 31, 2012**, and the parties agree to make every effort to conclude negotiations prior to the expiry date of this Contract.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.



**ADDENDUM "A"**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**B.C. FEDERATION OF LABOUR –AND- UNITED STEELWORKERS, LOCAL UNION 2009**

**SPECIAL PROJECT AND TEMPORARY STAFF**

Pursuant to Article 3, Section 1, of this Agreement, the Federation and the Union agree that Special Project and Temporary Staff are included in the bargaining unit.

The parties agree that Article 14 (Seniority) and Article 15 (Layoff, Recall and Bumping) will not apply to persons employed under this memorandum, and they shall be considered terminated at the end of the special project or temporary appointment.

The application of other Articles of this Agreement, including Articles 12 and 13, to a person employed in a special or temporary project shall be negotiated by the parties. Such negotiations shall take place prior to the commencement of employment of persons under Addendum "A".

**Any disputes arising from this Addendum shall be dealt with through an expedited mediation/arbitration process pursuant to Section 53(5) of the Labour Code.**

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "B"**

**LETTER OF UNDERSTANDING**

**RE: INTERPRETATION OF ARTICLE 14 - SENIORITY, SECTION 1**

The Federation and the Union agree that in the interpretation of Article 14 - Seniority, Section 1, an employee's service in employment by the Federation as a member of Office and Professional Employees International Union Local 15 will be included for the purpose of calculating seniority, provided the service in both bargaining units is continuous.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

## ADDENDUM "C"

### LETTER OF UNDERSTANDING

#### RE: DEFERRED SALARY LEAVE PLAN

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

#### 1. Definitions

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

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

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

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

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

#### 2. Eligibility

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

#### 3. Funding for Leave of Absence

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

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

#### 4. Taking of Leave of Absence

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

5. Withdrawal from the Plan

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

6. Return Following Participation in the Plan

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

7. General Provisions

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

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "D"**

**LETTER OF UNDERSTANDING**

**RE: EXECUTIVE DIRECTOR AND BARGAINING UNIT WORK**

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

The Union agrees the Executive Director may perform work within the jurisdiction of the bargaining unit.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.



## **ADDENDUM "E"**

### **LETTER OF UNDERSTANDING BETWEEN B.C. FEDERATION OF LABOUR AND OCCUPATIONAL HEALTH AND SAFETY CENTRE**

This letter of understanding applies to bargaining unit members employed in the British Columbia Federation of Labour Occupational Health and Safety Centre. Excepted as provided in this letter, all terms of the collective agreement will apply to bargaining unit staff 1.

a) **Facilitator Coordinator**

- 1) A Facilitator Coordinator who works 5 days a week will be paid at a rate of 82.5 percent of the rate set out in Article 13, Section 1.
- 2) A Facilitator Coordinator who works 4 days a week will be paid at a rate of (80) percent of the rate as set out in (a)(1) above.
- 3) A Facilitator Coordinator who works 3 days a week will be paid at a rate of (60) percent of the rate as set out in (a)(1) above.
- 4) A Facilitator Coordinator who works 2 days a week will be paid at a rate of (40) percent of the rate as set out in (a)(1) above.

b) **Young Worker Facilitator Organizer**

The Young Worker Facilitator Organizer will be employed on a four-day work week schedule, and the terms of employment provided in the collective agreement will be varied for this position as follows:

- 1) The salary will be paid at 80 percent of the rate paid to the Facilitator Coordinator.
- 2) Lieu days provided under Article 7 – Hours of Work and Overtime will be prorated to 80 percent of regular entitlement.
- 3) Statutory holidays provided under Article 7 will be taken on the days they fall.

c) For those employees who work 4 days a week, the automobile allowances provided under Article 16, Section 1(a) and (b) (2) will be paid at 80 percent of the rate provided.

d) For those employees who work less than 4 days a week will be paid mileage at the following rates:

Effective April 1, 2010 – current WCB rates  
Effective April 1, 2011 – current WCB rates

- e) Employees working under this addendum shall receive benefits in accordance with current Federation policy.
- f) Meal and per diem allowances will be paid to Centre Staff in accordance with the policies established by the Centre and the provisions of the funding agreement with the Workers Compensation Board.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "F"**  
**LETTER OF UNDERSTANDING**  
**RE: COUNT ME IN (CMI) FIELD ORGANIZER & COMMUNICATION SPECIALIST**

Pursuant to Addendum "A", this Letter of Understanding provides for the terms of employment of special project staff employees hired as a Political Action Field Organizer or Communication Specialist (hereafter referred to as CMI staff) for the period July, 2008 to June 30, 2009.

The Parties agree that, except as otherwise provided in this Letter and in "Addendum "A", the terms of employment of the Collective Agreement will apply to CMI staff, and where there is a conflict between the terms of the Agreement and this Letter the terms of this Letter shall prevail.

The Parties agree that the following terms shall apply to the Coordinators:

- **Salary** - The salary of a CMI staff employee will be \$1,311.46 per week.
- **Article 7 - Hours of Work and Overtime - Section 3, subsection a)** will not apply, and instead, a CMI staff employee shall accrue one-half of a lieu day per month to be taken in accordance with the provisions of this Article.
- **Article 10 - Vacations** shall not apply to CMI staff. A CMI staff employee shall be entitled to 5 weeks annual vacation pay, payable on a pro-rated basis. Coordinators shall take their vacation at the conclusion of the project, unless mutually agreed to by the Federation and the employee.
- **Article 12 - Sick Leave, Welfare and Pension Plans |**  
Coordinators shall be entitled to the benefits provided under Article 12, and a CMI staff employee may elect to be covered by the following plans provided under Article 12 of the Agreement:
  - **Section 2** - Medical, Dental and Extended Health Benefits
  - **Section 3** - Wage Indemnity and Long Term Disability Benefits
  - **Section 4** - Pension Plan
  - **Section 5** - Group Life Insurance

or may elect to take an equivalent cash value to contribute to alternative benefit plans.

A CMI staff employee electing to receive equivalent payments shall be responsible for any additional tax liabilities that may arise.

In the event of a period of illness or disability, a CMI staff employee electing to receive equivalent payments shall be deemed to be in receipt of Wage Indemnity or Long Term Disability benefits for the purpose of **Article 12, Section 1, subsection b)**, and **Section 3, subsection b)**.

- **Article 14 - Seniority** - For the purposes of **Subsection 3)**, the employment of a CMI staff employee is deemed a short-term of temporary work.
- **Article 16 - Automobiles** - shall not apply to Coordinators.

CMI staff will receive \$0.42 per kilometre travelled as required for Federation business. Expense claims shall be submitted not less than once a month that show the distance travelled, and the purpose of the travel.

- **Per Diems** - CMI staff required to travel outside of their local office area shall be provided meal allowance as follows:

Breakfast - \$10.00  
Lunch - \$15.00  
Supper - \$25.00

Where CMI staff are required to overnight away from their local office area, they shall also be entitled to an additional per diem of \$10 per night to cover incidental expenses.

No hospitality expenses shall be reimbursed unless the Federation has previously authorized these.

- Where an employee provides equipment for use in the project, the Federation may agree to reimburse the employee for such use or provide such equipment at its own expense.

The Parties agree that this Letter of Understanding may be extended by mutual agreement, and the terms of this Agreement may be subject to amendment in collective bargaining for renewal of the Collective Agreement.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "G"**

**LETTER OF UNDERSTANDING**

**RE: WORKLOAD CONSULTATION COMMITTEE**

The Employer and the Union agree to create a Joint Committee to discuss workload and operational issues on an ongoing basis.

**SIGNED ON BEHALF OF THE FEDERATION**

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

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "H"**

**LETTER OF UNDERSTANDING**

**RE: PENSION PLAN**

The Union membership have voted to adopt the Municipal Pension Plan. An application for inclusion in the Plan will be made once the Employer and the Union have confirmed all of the details as follows:

1. Employer's portion will come from the 12.25% and Employees will be responsible for their portion. Any unused portion of the 12.25% will be used to offset the employees' contributions.
2. Employees who choose not to participate in the Pension Plan will keep their RRSP at 12.25%.
3. If there are any increases to Pension contribution the Employer to pay their increase while the Employee's to pay their share of the increase. Any increases to the Employer's portion of the Pension Plan in excess of 12.25% would also apply to the RRSPs should an employee opt out of the Pension Plan.
4. Leaves as per provided by MPP rules.

**SIGNED ON BEHALF OF THE FEDERATION**

**SIGNED ON BEHALF OF THE UNION**

**UNITED STEELWORKERS**

**(ON BEHALF OF LOCAL 2009)**

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**ADDENDUM "I"**

**LETTER OF UNDERSTANDING**

**RE: AUTO ALLOWANCE/SALARY DIFFERENTIAL**

The Parties agree to meet prior to the next round of bargaining to explore a process to replace the current auto allowance with a salary differential.

**SIGNED ON BEHALF OF THE FEDERATION**

**SIGNED ON BEHALF OF THE UNION**

**UNITED STEELWORKERS**

**(ON BEHALF OF LOCAL 2009)**

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This \_\_\_\_\_ day of \_\_\_\_\_ 2011.