

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, 2012 – MARCH 31, 2015

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Effective: **April 1, 2012 to March 31, 2015**

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS ____ DAY OF _____ 2013
BETWEEN: **B.C. FEDERATION OF LABOUR**

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

PARTY OF THE FIRST PART

AND: **UNITED STEELWORKERS, LOCAL 2009**

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

PARTY OF THE SECOND PART

ARTICLE 1 - 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

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) **Eleven (11)** days with pay per calendar year.
- b) Employees may schedule lieu days off at their discretion, having regard to the demands of their work assignments and the day-to-day operating needs of the Federation. Employees will provide written notice to the Federation when scheduling those days.
- c) Employees will not schedule more than **three (3)** lieu days consecutively, **and may schedule more consecutive lieu days with agreement from the Employer. Agreement to schedule more than three (3) consecutive lieu days will not be unreasonably denied.**

- d) **Employees will endeavour to take their lieu days on an ongoing basis, in the year they are accrued, however, where an employee is unable to take all of their lieu days, up to three (3) lieu days may be carried over into the following year, upon agreement of the Employer.**
- e) **In addition to lieu days specified above, employees will be entitled to have Christmas Eve Day through New Year's Day inclusive, off work with pay.**
- f) **An employee who becomes ill while on scheduled lieu day(s), shall be entitled to have the day(s) treated as sick and the lieu day(s) reinstated. The Employer may require medical verification of the employee's illness.**

ARTICLE 8 - POSTING

Section 1

The Employer shall post all vacant permanent positions, term positions exceeding six (6) months or any new permanent positions, within seven (7) calendar days, 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

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

- a) **A term employee is a person who is hired to replace a permanent employee absent on vacation or other leave and/or for a specific project or temporary high volume work load relief.**
- b) **All term positions of greater than six (6) months shall be posted as per Article 8.**
- c) **A term employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.**
- d) **A term employee who attains permanent status shall have seniority credited from the first day of entry as an employee of the Federation.**
- e) **The parties agree that Article 14 (Seniority) and Article 15 (Layoff, Recall and Bumping) will not apply to persons employed as term employees, and they shall be considered terminated at the end of the term appointment.**

Section 3

- a) **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 this Agreement.**

- b) **If the employer significantly changes the job functions and duties of an existing permanent position, the Employer will consult with the Union and the incumbent about the changes prior to said changes being made.**
- c) **Where the Employer seeks to create a new position in the bargaining unit that is not a Director or Facilitator Coordinator position, the terms and conditions of employment will be subject to negotiations between the parties prior to the commencement of employment.**

Section 4

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

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

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

- b) **Vacancies Not Filled**

Vacancies not filled within sixty (60) days will be reported 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, **aunt or uncle, niece or nephew**, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship.
- c) If, during a period of paid leave, an employee is bereaved in circumstances under which she/he is eligible for bereavement leave under this Article, she/he shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave for out-of-province travel associated with bereavement leave for the death of a relative.

Section 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 **under this Section extend** to maternity leave, for parental and adoption leave.

a) **Leaves of Absence**

- 1) Upon request the employee will be granted leave of absence without pay for a period of not more than **fifteen** months.
- 2) Where an employee suffers illness caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the sick leave clause of this Agreement.
- 3) On return from parental leave, an employee shall be placed in the former position or in a position of equal rank and equal pay.
- 4) The 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.
- 5) **An adopting parent**, shall have to furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- 6) An employee shall be deemed to have resigned if the employee does not return to work after the expiration of leave.

b) **Parental Allowance**

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

- 1) The employee shall apply for and be eligible to receive benefits pursuant to 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 **twelve (12) month** 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.

- 5) **The B.C. Federation of Labour shall continue to pay the employer's RRSP contributions, based upon the employee's regular salary, if not enrolled in the Pension Plan, for the first twelve (12) months of leave.**
- 6) If the employee wishes to continue to pay the employee's portion of **Pension Plan** contributions during the period of leave, the B.C. Federation of Labour will pay the employer's portion, **for the first twelve (12) months of leave.**
- 7) **Vacation entitlement shall continue to accrue while an employee is on leave for the first twelve (12) months. Vacation earned pursuant to this clause may be carried over to the following year.**

Section 5 - 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 6 - 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 7 – 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.

Section 8 – 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 9 – Employment Deemed Continuous

Except as otherwise provided in this Article, the employment of an employee who is on leave under Article 11 shall be deemed to be continuous for purposes of annual vacation entitlement, pension plan (unless otherwise prevented by the MPP rules) or RRSP, seniority, wage increases, medical or other benefits that the employee would have been entitled to had the leave not been taken.

ARTICLE 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, which may be accumulated from month to month and year to year up to fifty-one (51) actual working days. **An employee with fifty-one (51) days of accumulated sick leave will continue to accumulate two (2) days per month sick leave with full pay to a maximum of eighty (80) actual working days.**
- b) 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.
- c) During periods of lengthy illness or disability, the lost working days that occur within any waiting period as prescribed by a **Short Term Disability** Plan shall be paid by the Federation from the employee's accumulative "sick leave".

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

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

Section 2 - Medical, Dental 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). **Effective April 1, 2013, laser eye surgery option to a maximum of \$1000.00 lifetime;**
 - 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. **Effective April 1, 2013, each covered Paramedical Service shall be increased to \$1500.00**

- 5) **Effective April 1, 2013, contraceptive coverage;**
- 6) **Effective April 1, 2013, smoking cessation aid (as approved by Health Canada); and**
- 7) **Effective April 1, 2014, coverage for white fillings.**
- 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 **provided to all employees.**

Section 3 - Wage Indemnity and Long-Term Disability Benefits

- a) The Federation shall provide and pay all costs of providing all **permanent** employees with **Short Term Disability** benefits when the employee is unable to work due to sickness or accident. **Following a twenty-nine (29) day waiting period, Short Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the employees regular weekly earnings for a period of fifty-two (52) weeks, inclusive of the twenty-nine (29) day waiting period.**
- b) An employee in receipt of **Short Term Disability** benefits, shall be allowed to use one-quarter (1/4) of a day from accumulated sick leave to offset the difference between regular salary and **Short Term Disability** payments.
- c) The Federation shall provide and pay all costs of providing full-time regular employees with Long-Term Disability benefits when the employee is unable to work due to sickness or accident. **Long Term Disability benefits will be paid at a rate of seventy-five percent (75%) of the employee's regular monthly earnings following a 365 day waiting period.**
- d) The terms of the plan for **Short Term** and Long-Term Disability benefits shall be **provided to all employees.**
- e) **The employment of an employee who is on leave under Article 12, Section 3, shall be deemed to be continuous for purposes of annual vacation entitlement and pay (as per Article 10, Section 7), seniority, wage increases, medical or any other benefits that the employee would have been entitled to had the leave not been taken.**

- f) **While on Short Term Disability benefits, the Employer will continue to pay the RRSP contributions or the Employer contributions to the pension plan, should the employee continue paying their contributions, for up to four (4) months consecutively.**
- g) **While on Long Term Disability benefits, an employee will be credited with pensionable service by the Municipal Pension Plan.**

Section 4 - Pension Plan

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

Section 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 **the Great West Life Group Benefit Plan booklet – Executives of the BC Federation of Labour.**

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.

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

Section 8 – Municipal Pension Plan

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

ARTICLE 13 - WAGES

Section 1

Salaries will be increased annually on April 1st as follows:

Effective April 1, 2012 – 0.5% - \$3,386.36 bi-weekly.

Effective April 1, 2013 – 1.5% - \$3,437.16 bi-weekly.

Effective April 1, 2014 - 1.75% \$3,497.31 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, **including phone numbers and addresses**, will be made available by the Federation at such times as may be required for the administration of this Agreement, **and not less than once per year**.

Section 7

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

ARTICLE 15 - LAYOFF AND RECALL

Section 1

Employees 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, **in order of seniority**, to any vacancy for which the employee is qualified.

Section 4

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

ARTICLE 16 - AUTOMOBILES

Section 1

a) Salary Differential

1. **A Salary Differential will be provided to each eligible employee as per Article 16 – Automobiles, Section 1 (a), (2).**
2. **The Salary Differential payable to each eligible employee shall b \$935.00 monthly, paid bi-weekly.**
3. **Any general increase provided for under Article 13 – Wages shall not increase the rate payable as Salary Differential.**
4. **Any absence from work, other than vacation, that exceeds two (2) continuous months shall result in the discontinuation of the Salary Differential pay until the employee returns to work.**
5. **Salary Differential shall be treated as pensionable income under the Collective Agreement and the applicable pension plans for each eligible employee.**
6. **For the purpose of pension calculation the Salary Differential shall be added to the base rate under Article 13 – Wages. Salary Differential shall not form part of the salary calculation except for pension purposes. In addition, Salary Differential shall form part of the salary calculation for purposes of Short or Long Term Disability premiums.**
7. **A Canada Customs Revenue Agency (CCRA) T2200E Form shall be issued annually to each employee receiving the Salary Differential. This form shall designate that the employee was required to use their vehicle for work.**
8. **The USW or its members shall not negotiate a car allowance back in to the Collective Agreement as long as the Salary Differential is provided.**

b) Automobile Requirement

1. **Employees shall provide their own automobile insurance.**
2. **Employees receiving a Salary Differential shall be required as a condition of employment to have a vehicle for use in Federation related business.**

3. **The vehicle shall be in good condition and be no more than five years old except as otherwise mutually agreed.**
4. **Salary Differential and related automobile benefits cease after two (2) months of continuous absence on sick leave.**

c) **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

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

Section 6 - Childcare

- a) The Federation will reimburse employees for reasonable, receipted childcare expenses in accordance with the following when:
 - i) Employees are directed to attend meetings in evenings or on regular days off; or
 - ii) Employees are assigned overnight outside the Greater Vancouver area;
and
 - 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.

Section 7 – Accommodations

Employees will be provided with single-room accommodations while away from home on Federation business, where possible.

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, **conference or similar event** 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.

Section 3

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

Section 4

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

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

The Employer shall provide an Employee Family Assistance Program to all permanent employees and will make information available to all employees on a confidential basis regarding the EFAP program and access to EFAP services.

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, **expenses** will be **reimbursed as per Article 17, Section 4 and per diem shall be paid as per Employer policy.**

ARTICLE 25 - DURATION AND RETROACTIVITY

Section 1

This Agreement shall be in full force and effect from **April 1, 2012** and until midnight of **March 31, 2015**.

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)**

This _____ day of _____ 2013.

vbh
cope-343

ADDENDUM "A"

LETTER OF UNDERSTANDING

RE: INTERPRETATION OF ARTICLE 14 - SENIORITY, SECTION 1

The Federation and the Union agree that in the interpretation of Article 14 - Seniority, Section 1, an employee's service in employment by the Federation as a member of 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**

This _____ day of _____ 2013.

ADDENDUM "B"

LETTER OF UNDERSTANDING

RE: DEFERRED SALARY LEAVE PLAN

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

1. Definitions

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

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

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

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

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

2. Eligibility

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

3. Funding for Leave of Absence

- 3.1 During each year prior to the Leave of Absence, the Participant, for a maximum of six years, will receive his/her Current Compensation Amount, less the amount the Participant has specified in the application for the year in question which is to be retained by the Federation.
- 3.2 While participating in the Plan, the amount of the Current Compensation Amount deferred by the Participant under this plan or any other such arrangement for services rendered by the employee to the 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 31st which occurs at the end of the Federation's fiscal year in which the Employee becomes a Participant;
- (b) each December 31st occurring after the date specified in (a) above, while the Employee participates in the Plan; and
- (c) the last day of the Leave of Absence, or when the Federation makes a payment due to deferral or withdrawal from the plan or death of the Participant.

4. **Taking of Leave of Absence**

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

5. Withdrawal from the Plan

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

6. Return Following Participation in the Plan

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

7. General Provisions

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2013.

ADDENDUM "C"

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)**

This _____ day of _____ 2013.

ADDENDUM "D"

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 / Young Worker Facilitator Coordinator**

- 1) A Facilitator Coordinator who works 5 days a week will be paid at a rate of **eighty-two and a half percent (82.5%)** of the rate set out in Article 13, Section 1.

Effective April 1, 2013, this rate will be increased to eighty-three and a half percent ((83.5%).

Effective April 1, 2014, this rate will be increased to eighty-five percent (85%).

- 2) A Facilitator Coordinator who works 4 days a week will be paid at a rate of **eighty percent (80%)** 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 **sixty percent (60%)** 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 **forty percent (40%)** of the rate as set out in (a)(1) above.

b) **Facilitator Coordinators who work less than 5 days per week shall accrue lieu days as follows:**

- 1) **A Facilitator Coordinator who works 5 days a week shall accrue lieu days as set out in Article 7, Section 3.**
- 2) **A Facilitator Coordinator who works 4 days a week shall accrue lieu days totalling eighty percent (80%) of what is set out in Article 7, Section 3.**
- 3) **A Facilitator Coordinator who works 3 days a week shall accrue lieu days totalling sixty percent (60%) of what is set out in Article 7, Section 3.**
- 4) **A Facilitator Coordinator who works 2 days a week shall accrue lieu days totalling forty percent (40%) of what is set out in Article 7, Section 3.**

- c) For those employees who work 4 days a week, the **Salary Differential** 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)**

This _____ day of _____ 2013.

ADDENDUM "E"

LETTER OF UNDERSTANDING

RE: RECORD KEEPING

The Employer will provide updates to Employees vacation or lieu day accrual records after the approval of a leave request form related to these leaves.

In addition, the Employer will undertake to review the process for recording sick leave with an objective to be able to provide similar updates to Employees of their sick leave accrual. In the meantime, the Employer will provide a current sick leave accrual within thirty (30) days following the signing of the Agreement, and thereafter at least on an annual basis.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2013.

ADDENDUM "F"

LETTER OF UNDERSTANDING

RE: BC FEDERATION OF LABOUR POLICIES

The parties agree, through the Labour-Management Meeting process, to discuss and clarify the existing BC Federation of Labour policies affecting members of the bargaining unit.

The intent is to reduce confusion and ensure that employees understand the policies and the benefits contained therein. The parties agree to consider incorporating the employment benefit and compensation policies into the Collective Agreement during the next round of bargaining.

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

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2013.

ADDENDUM "G"

LETTER OF UNDERSTANDING

RE: BARGAINING UNIT

- (a) The parties recognize that the Union continues to dispute the exclusion of the Office Manager position.
- (b) The Employer will not apply to or attempt to exclude any current or future bargaining unit positions without the agreement of the Union.

SIGNED ON BEHALF OF THE FEDERATION

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

This _____ day of _____ 2013.