

# **COLLECTIVE AGREEMENT**

BETWEEN

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
LOCAL 480**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087**

**October 1, 2022– September 30, 2027**

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Collective Agreement  
between  
USW Local 480 and  
CUPE Local 2087

October 1, 2022 – September 30, 2027

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences, which may from time to time arise, and to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment, and in recognition whereof, the parties hereto covenant and agree as follows:

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

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Canadian Union of Public Employees Union, Local 2087, and within the classification of office and workers listed in Appendix "A", or within such new classifications as may from time to time be agreed and established by the parties.
- 2.02 Words importing the masculine gender shall include the feminine.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 The Employer agrees that all employees shall maintain Union membership in the Canadian Union of Public Employees as a condition of employment.
- 3.02 It being understood that the Employee will join the Union within fifteen (15) days and remain a member of the Union in good standing as a condition of continuing employment.
- 3.03 Upon written notice from the Union that an Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee after seven (7) days from the date of notice.
- 3.04 The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from which such deduction were made.

#### **ARTICLE 4 - THE RIGHTS OF THE EMPLOYER**

- 4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any Employee for just cause subject to the provisions of this Agreement and the right of the Union or Employee to grieve as provided in Article 19.

## **ARTICLE 5 - DEFINITION OF EMPLOYMENT**

- 5.01 All new employees, except temporary and casual employees, will be considered probationary for the first forty-five (45) working days of employment. After forty-five (45) days employment, an Employee will become regular. A temporary Employee transferred to or attaining regular status will not be required to serve a further probationary period beyond the first forty-five (45) days of employment.
- 5.02 The Employer or his Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

The Union will make presentation of job descriptions for all positions in the bargaining unit. These job descriptions will be presented and discussed with the Employer. The Employer will respond within sixty (60) days to the Union's proposal of said job descriptions.

The Union and the Employer will work jointly on completion of mutually agreed upon job descriptions by expiration of this Agreement.

### **5.03 Permanent Part-Time Employee**

A permanent part-time employee is one who works a regular schedule based on less than one-half (1/2) the regular full-time hours. These employees are entitled to all rights and privileges of this Collective Agreement except Article 12. All permanent part-time employees shall be entitled to a premium of seven (7%) percent in lieu of Article 12.

### **5.04 Regular Permanent Employees**

A regular permanent employee is one who works regularly scheduled full-time and part-time shifts on a permanent basis. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

#### **Temporary Employees**

A temporary employee shall mean any employee hired for a specific term of not more than six (6) months. This term may be extended by mutual agreement between the Employer and the Union. Temporary employees shall be entitled to seniority and other benefits after they have worked sixty (60) working days.

### Casual Employees

A casual employee shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified, when they have worked sixty (60) working days within a twelve (12) month period.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Employer shall recognize the Representative(s) selected by the Union for purpose of Collective Bargaining, Agreement Administration and General Union Business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 6.02 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to an appropriate time for such contact before meeting the employees.
- 6.03 The Employer shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position.
- 6.04 The Office Steward may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay.
- 6.05 The Employer 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.
- 6.06 Leaves 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 Employer.

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

### **7.01 Regular Work Period for Permanent Full-Time Employees**

The hours of work for permanent full-time employees shall consist of seven (7) hours between the hours of 7:00 a.m. and 5:00 p.m., with one-half (1/2) hour lunch between 12:30 pm and 1:00 pm. The regular work week will be Monday through Friday.

The Employer agrees that any change to existing start and finish time within those hours will be implemented only by mutual agreement between the Employer and the Union. Permission will not be unreasonably withheld.

### **7.02 Regular Work Period for Permanent Part-Time Employees**

The regular working schedule for permanent part-time employees shall consist of four (4) hours per day, three (3) days per week.

This work schedule may be changed for operational requirements. Whenever possible the Employer agrees to give a minimum of seventy-two (72) hours notice of change of shift.

### **7.03 Overtime**

All time worked before or after a permanent full-time employee's regular shift, the employee's regular work week, or on a holiday shall be considered overtime.

Overtime shall be paid at the rate of time and one-half (1 1/2) for the first six (6) hours in any day or week and double time (2x) thereafter, however, overtime shall not be paid for less than fifteen (15) minutes.

A permanent full-time employee, called out to work any time other than his/her regular shift, shall be paid for a minimum of four (4) hours at the base rate for the job or time and one-half (1 1/2), whichever is the greater.

Time off in lieu of pay at overtime rates may be banked. Time off to be mutually agreed upon by the Employer and the employee.

Overtime worked during the Employer's labour disputes may be taken in time off at overtime rates at a time mutually agreed upon by the Employer and Employee.

#### 7.04 Eating Allowance for Extended Hours

Any employee required to work in excess of nine (9) consecutive hours shall be entitled to a lunch or voucher in lieu of, not to exceed the sum of twenty dollars (\$20.00) and paid time to eat not to exceed one (1) hour.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

- 8.01 All work performed on New Year's Day, BC Family Day, Good Friday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and on an Employee's Floating Statutory Holiday shall be compensated for at two and one-half (2 1/2) times the standard hourly rate. For employees, when any such holiday falls on a Saturday or Sunday, the Monday immediately following shall be considered as the holiday. When Christmas Day falls on a Saturday or a Sunday, the Monday immediately following shall be considered to be the holiday for Christmas Day and the Tuesday immediately following will be considered to be the holiday for Boxing Day.

The Employer agrees that if/when the National Day of Truth and Reconciliation is legislated by the Provincial Government it shall be recognized in the Collective Agreement.

- 8.02 In addition to the named holidays, each Employee shall be entitled to three (3) Floating Statutory Holidays during each calendar year that they are in the Employer's employ, which shall be taken at a time mutually agreeable to the Employer and the Employee. To qualify for floaters an employee must have had at least one hundred and twenty (120) days continuous service with the Employer. Employees must have their floaters scheduled by October 31 or the Employer may schedule them unilaterally. In the event employees are unable to take floaters by December 31, they shall receive pay in lieu thereof.
- 8.03 An Employee shall qualify for pay on statutory holidays that he is not scheduled to work unless:
- i. He is absent on his last scheduled shift before or his first scheduled shift after the holiday and fails to provide a doctor's slip or other documentation upon request.
  - ii. He is on an unauthorized leave of absence which exceeds 14 calendar days, with the exception of vacations.
- 8.04 When any such holidays fall during an Employee's vacation with pay and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall be paid for such holiday.
- 8.05 Provided that an Employee or group of employees are involved, and the Employer agrees, a statutory holiday may be observed on an alternate day. No Employee shall be compelled to exchange shifts nor shall any overtime rates be payable as the result of such an exchange. The Union shall be provided with copies of shift exchange slips.

## **ARTICLE 9 - ANNUAL VACATIONS**

- 9.01 If hired between January 1 to August 31, an employee will receive two (2) weeks paid vacation and if hired between September 1 to December 31, will receive one (1) week paid vacation plus one (1) week unpaid leave.
- 9.02 An employee who has been employed by United Steelworkers for less than one year prior to the 1st day of January in any year shall be entitled to a vacation, not exceeding one week, with pay, if taken before the succeeding 1st day of January.
- 9.03 An employee with one or more and less than two (2) years of employment with the United Steelworkers prior to the 1st day of January in any year shall be entitled to a vacation with pay of two (2) weeks, if taken before the succeeding 1st day of January.
- 9.04 An employee with two (2) or more and less than eight (8) years of employment with the United Steelworkers prior to the 1st day of January in any year shall be entitled to a vacation with pay of three (3) weeks, if taken before the succeeding 1st day of January.
- 9.05 An employee with eight (8) or more and less than eighteen (18) years of employment with the United Steelworkers prior to the 1st day of January in any year shall be entitled to a vacation with pay of four (4) weeks, if taken before the succeeding 1st day of January.
- 9.06 An employee with eighteen (18) or more and less than twenty-eight (28) years of employment with the United Steelworkers prior to the 1st day of January in any year shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding 1st day of January.
- 9.07 An employee with twenty-eight (28) or more years of employment with the United Steelworkers prior to the 1st day of January in any one year shall be entitled to a vacation with pay of six (6) weeks, if taken before the succeeding 1st day of January.
- 9.08 For the purpose of computing such vacation pay, the word "week" shall be considered as constituting thirty-five (35) hours. The word "pay" where used in Marginal Paragraph 9.01, shall mean remuneration as per Employment Standards. Where used in Marginal Paragraphs 9.02, 9.03, 9.04, 9.05 and 9.06, the word "pay" shall mean remuneration for two (2), three (3), four (4), five (5) or six (6) weeks, as the case may require based on the sum of earnings determined as follows:

- i. the rate of vacation pay shall be the standard hourly rate at which an employee worked the majority of shifts in the total of the two (2) pay periods immediately preceding the vacation period and the standard hourly rate so established will be paid for the duration of such vacation;
  - ii. when standard hourly rates are increased in accordance with Appendix "A" of this Collective Agreement, an employee shall have his established standard hourly rate increased accordingly on that portion of his vacations taken after the effective date of such increase;
- 9.09 For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the 1st day of January in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Marginal Paragraphs 9.02, 9.03, 9.04, 9.05, and 9.06, one twelfth (1/12) of such vacation pay: provided that, as regards employees qualifying under said Marginal Paragraphs 9.02, 9.03, 9.04, 9.05 and 9.06, time spent on vacation which the employee is paid under this Article, or time lost because of sickness or accident to a maximum of twelve (12) consecutive calendar months from the commencement of such absence due to sickness or accident shall be considered as time worked and absence due to time away on Special Vacation will not affect the employee's Regular Vacation.
- 9.10 In the event an employee takes vacation immediately following a period of absence from his job due to illness, his vacation pay shall be calculated in the same manner as if he had commenced his vacation on the first day of his illness.
- 9.11 In the year next following those years that an employee first achieves the vacation plateaux for each of two (2), three (3), four (4), five (5) and six (6) weeks of vacation with pay, such employee shall be entitled to a vacation adjustment equivalent to 0.208 days, with pay, for each full one-half (1/2) month of service between his calculated vacation service date with the Company and December 31st of that same year. Although the pay entitlement shall be calculated as outlined above, the time entitlement shall be rounded off to the nearest full day.
- 9.12 The Company retains the right to schedule all or any vacations afforded under this Article 9.

## **ARTICLE 10 - SPECIAL VACATIONS**

10.01 Those employees who have completed five (5) years of service as of January 1, shall be entitled to a Special Vacations in accordance with this Article.

10.02 Special Vacations shall be governed by the following conditions:

- i. They shall be taken at times that are suitable to both the Employer and the Employee.
- ii. The allocation of regular vacations with pay shall have priority over the allocation of Special Vacations.
- iii. In determining the length of a Special Vacation, a week shall mean a work week as defined in Marginal Paragraph 9.02 hereof, and shall include any holidays falling within the period; provided that if a statutory holiday, as defined herein, falls within the period, and the Employee concerned would have become entitled to pay for such holiday not worked if he had not been on Special Vacation, he shall be paid for such holiday.
- iv. Special Vacation pay shall be computed on the basis of thirty-five (35) hours remuneration per week based on earnings during the four (4) week period immediately preceding the Special Vacation determined as follows:
  - a) The rate of vacation pay shall be the monthly rate at which the Employee worked the majority of shifts in the total of the two (2) pay periods preceding the Special Vacation and the standard hourly rate so established will be paid for the duration of such vacation; and
  - b) the total contract earnings, if any, in excess of the employee's regular standard hourly are divided by the number of hours actually worked by him whether or not on contract in the four (4) week contract period for which calculations were last made immediately preceding the start of the Special Vacation;
  - c) when standard hourly rates are increased in accordance with Appendix "A" of this Collective Agreement, an employee shall have his established standard hourly rate increased accordingly on that portion of his vacations taken after the effective date of such increase.

- v. In the event that an Employee's Special Vacation cannot be scheduled to be taken during a five year qualifying period, then at the end of such period the Employee shall be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation at the end of the five (5) year period.
- vi. An Employee who retires to pension during a five year qualifying period shall be entitled to a payment equivalent to the full three (3) weeks of Special Vacation pay, provided he has worked a minimum of fifty (50%) per cent of the available time or sixty (60) days, whichever is the lesser, during the qualifying period.
- vii. If an Employee leaves the service of the Employer or his employment is terminated during any five (5) year qualifying period, he shall be paid a sum proportionate to the service he has completed in the qualifying period. Should such an Employee be rehired, upon completion of this qualifying period he will be eligible to receive three (3) weeks Special Vacation. However, his vacation pay shall be computed on the basis of the balance of the qualifying period for which he has already received a proportionate payment.
- viii. Absence by an Employee during a five year qualifying period due to sickness or accident up to a total of twelve (12) months shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of twelve (12) months shall result in a pro-rata reduction in Special Vacation pay. Time spent on vacation for which the Employee is paid under Article 9 shall be considered as time worked for purposes of this subsection; but absences for any other reasons during a qualifying period shall result in a pro-rate reduction in Special Vacation pay. The time allowed for Special Vacation shall not be reduced.
- ix. No Employee shall receive more than three (3) weeks Special Vacation during any five (5) year period following the date of qualification.

## **ARTICLE 11 - LEAVES OF ABSENCE**

11.01 An 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 Employer in writing.

### **11.02 Bereavement Leave**

On application by a regular full time Employee, Bereavement Leave with pay shall be granted in the event of death in the Employee's immediate family. The maximum period of such leave shall be five (5) working days commencing with the day following the death, however if the funeral does not occur within these five (5) days and then one (1) day Bereavement Leave with pay shall be granted to the employee in order to attend the funeral. "Employee's immediate family" shall mean a husband, wife, daughters, sons, mother, father, step-mother, step-father, brothers, sisters, grandparents or grandchildren of an Employee. Also, Bereavement Leave for five (5) days shall be granted where an Employee attends the funeral of the mother-in-law, father-in-law, brother-in-law, or sister-in-law of the Employee where the funeral occurs on an Employee's regular work day. While on such leave, an Employee will be paid his standard hourly rate for each regularly scheduled working day occurring during the period of such leave. Paid leave under the terms of this Section will not disqualify an Employee for statutory holidays, but will not be regarded as time worked for the purpose of computing overtime on a work day.

Common-law husband/wife shall be recognized as married.

### **11.03 Domestic Violence Leave**

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access three (3) days of paid leave annually, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted this paid leave can utilize their vacation or will be provided time off without pay.

- c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

#### 11.04 Pregnancy Leave/Parental Leave

The period of Maternity Leave/Parental leave shall be considered as Company service for seniority, pension purposes and vacation entitlement (but not vacation pay) only.

If the Employee so elects, the Employer will continue to provide medical, extended health, dental and group insurance benefits during the period of leave. The appropriate premiums for such benefits shall be paid by the employee prior to the start of the leave. Weekly Indemnity and Long-Term Disability benefits will not be available during the leave.

##### A. Pregnancy Leave

1. A pregnant employee who requests leave under this article is entitled to up to seventeen (17) weeks of unpaid leave.

- a) beginning

- i. no earlier than thirteen (13) weeks before the expected birth date, and
  - ii. no later than the actual birth date, and

- b) ending

- i. no later than seventeen (17) weeks after the actual birth date.

- (1.1) An employee who requests leave under this article after the birth of a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) after that date.

2. An employee who requests leave under this article after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

3. An employee who requests leave under this article is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to work when her leave ends under article (A), (1), (1,1) or 2.
4. A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under article 11.04 (A) (3).
5. A request for a shorter period under article 11.04 (A) (1) or (1.1) must
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - b) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

#### B. Parental Leave

1. An employee who requests parental leave under this section is entitled to,
  - a) For a parent who takes leave under 11.04 (A) in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under 11.04 (A).
  - b) for a parent other than an adopting parent, who does not take leave under 11.04 (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which

must begin within seventy-eight (78) weeks after the birth of the child or children.

- c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children are placed with the parent.
- 2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) consecutive additional weeks of unpaid leave, beginning immediately after the end of the leave taken under article 11.04 (1).
  - 3. A request for leave must
    - a) be given in writing to the employer,
    - b) if the request is for leave under article 11.04 (B) (1) (a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
    - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  - 4. An employee's combined entitlement to leave under article 11.04 (A) and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under article 11.04 (A) (3) or (B) (2).

#### 11.05 Union Leave

The Employer agrees to grant a leave of absence to any employee without pay, for the business purposes of the local Union, or the Canadian Union of Public Employees, but such leave of absence granted to any employee shall not exceed a maximum period of two (2) years at any one time. Applications for extension of such leave may, however, be granted by the Employer upon application from the Union.

Bargaining representatives in the employ of Local 480, USW., shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. Collective bargaining, where used in this Section, means the negotiation of a new agreement, if any, to supersede this Agreement.

The Employer agrees to grant a leave of absence to Union Officers or members, without pay, for the business purposes of the Union or to attend labour seminars or labour conventions up to a maximum of seventy-five (75) days per year provided that reasonable time, in writing is given to the Employer.

#### 11.06 Education Leave

Where an employee wishes to further the possibility of his advancement with the United Steelworkers, Local 480, by taking a full-time course of training, USW. Local 480 may grant him a leave of absence without pay provided that he has at least five (5) years seniority, and the leave shall be limited to a maximum of ten (10) months. Time spent on such leave shall be considered as time worked for seniority purposes only. Employees granted leave of absence pursuant to this Marginal Paragraph shall be required to first use all regular vacations, outstanding floating statutory holidays, and pay the appropriate premiums for medical, dental, and vision care plans, as well as group life insurance. Weekly Indemnity and Long-Term Disability Plans will not be available during the period of such leave.

#### 11.07 Family Responsibility

Where no one other than the employee can provide for the needs during illness of a family member or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters, the employee may use available banked time. Where an employee has no banked time credits, they may use a maximum of five (5) unpaid leave days per year for those purposes.

## **ARTICLE 12 - BENEFITS PROGRAM**

The following Employees' Benefits Program with respect to the Medical Plan, Weekly Indemnity Plan, Long Term Disability and Dental Plan shall be in effect during the term of this Agreement.

### **Section 1     Medical**

Basic medical coverage will be provided under the overall Medical Services Plan of British Columbia and coverage equivalent to the Extended Health Benefit Plan of the Medical Services Association will also be maintained. The full cost of these plans will be borne by the Employer.

Effective October 1, 1995, the Employer will provide Acupuncture treatments up to one hundred dollars (\$100.00) per year per family member. The acupuncture services must be performed by a physician licensed by the BC College of Physicians.

For all active employees and for all current retirees a drug card will be supplied.

### **Section 2     Weekly Indemnity Plan**

The Employer will arrange a Weekly Indemnity Plan with a commercial insurer. Employees will be eligible for coverage under the plan after three (3) months of continuous service. The plan will provide eligible employees with benefits during periods of disability commencing with the first day in the case of an accident or hospital confinement and with the fourth day of sickness; and continuing for up to twenty-six (26) weeks. Hospital confinement means a period of at least eighteen (18) hours during which a person must stay in the hospital or when the person is in the hospital to undergo procedures which are medically necessary, may only be performed in a hospital and involves a condition which is medically disabling.

For employees disabled on and after the effective date of this Agreement, the benefits under the plan will be the greater of 70.33% of the Employee's "weekly base rate earnings" or 70.33% of the Employee's insurable earnings under the Unemployment Insurance Act as amended to the date of this Agreement. For purposes of calculating benefits under this plan "weekly base rate earnings" will be determined as thirty-five (35) hours at the standard hourly rate for the Employee's normal job. No benefits shall be paid under the plan for compensable accidents.

This plan will be registered under the Unemployment Insurance Act. The full cost of the Weekly Indemnity Plan will be borne by the Employer, provided however, that the employee's share of the reduction in U.I.C. premiums resulting from the registration of the plan will be used to offset the cost of the plan.

Pursuant to the aforementioned eligibility requirement, the Employer will waive the three (3) day waiting period, and eligible employees will be paid full wages commencing with the first day in the case of sickness.

Following the three (3) day waiting period, the employee shall be paid per the weekly indemnity plan of 70.33%

### Section 3     Long Term Disability

The Employer will arrange a Long Term Disability Plan (LTD) with a commercial insurer. The Union will be provided with a copy of the Plan. Employees will be eligible for coverage under the plan after three (3) months of continuous service.

The plan will provide eligible employees with benefits during periods of disability after an elimination period of twenty-six (26) weeks, provided that an employee's disability meets the terms of the insurance policy. The maximum benefits period for the combined Basic Sick Leave Plan described in Section 2 of this Article and this Long Term Disability Plan will be equal to length of service or, if the Employee has ten (10) or more years of service, until age 65. In any event, all benefits shall cease at the earliest recovery from disability, return to work, retirement or death.

Employees who are in receipt of LTD benefits as of December 31, 2001 shall continue to receive benefits until the earliest of recovery from disability, return to work, retirement or death or until age sixty-five (65). Effective November 1, 2001, such employees shall receive a LTD benefit of one thousand five hundred dollars (\$1500) per month.

Effective from January 1, 2002, the definition of disability will be as follows:

During the first thirty-six (36) months of LTD payments, the disability must prevent the employee from performing the duties of his/her normal job. After that time, the disability benefit will continue only if the disability prevents the employee from performing any job for which he/she is reasonably qualified as a result of education, training or experience.

In instances where there is a disagreement with respect to eligibility for LTD benefits, the Employer will refer the employee to an Independent Medical Examination (IME) with a medical specialist prior to a final assessment of that employee's eligibility for LTD payments. The specialist contracted to assess the employee will be mutually agreed to by one designated representative from each of the Union and Employer. Should mutual agreement not be reached, the Parties rights will revert to the applicable provisions of the Collective Agreement. The cost of the IME will be borne by the Employer. Findings of the IME will be binding and accepted by the Employer and Union as to the final determination of the employee's eligibility for benefits.

For employees receiving LTD benefits on or after January 1, 2002, excluding those employees who were in receipt of LTD benefits on or before December 31, 2001, such employees shall receive a LTD benefit as set out below. Length of service for benefit levels will be determined as of the employee's commencement of LTD benefits.

#### October 1, 2022

- |                                      |                     |
|--------------------------------------|---------------------|
| a) less than 5 years of service:     | \$2561.11 per month |
| b) from 5 to 10 years of service:    | \$2721.97 per month |
| c) greater than 10 years of service: | \$2873.19 per month |

#### October 1, 2023

- |                                      |                     |
|--------------------------------------|---------------------|
| a) less than 5 years of service:     | \$2612.33 per month |
| b) from 5 to 10 years of service:    | \$2776.41 per month |
| c) greater than 10 years of service: | \$2930.65 per month |

#### October 1, 2024

- |                                      |                     |
|--------------------------------------|---------------------|
| a) less than 5 years of service:     | \$2664.57 month     |
| b) from 5 to 10 years of service:    | \$2831.94 per month |
| c) greater than 10 years of service: | \$2989.26 per month |

#### October 1, 2025

- |                                      |                     |
|--------------------------------------|---------------------|
| a) less than 5 years of service:     | \$2717.87 month     |
| b) from 5 to 10 years of service:    | \$2888.58 per month |
| c) greater than 10 years of service: | \$3049.05 per month |

October 1, 2026

- |                                      |                     |
|--------------------------------------|---------------------|
| a) less than 5 years of service:     | \$2772.22 month     |
| b) from 5 to 10 years of service:    | \$2946.35 per month |
| c) greater than 10 years of service: | \$3110.03 per month |

LTD rates will be adjusted as of October 1<sup>st</sup> of each year by the same percentage as the increases in the Collective Agreement.

Any disability benefits received by the employee from Workers' Compensation, the Canada Pension Plan or other Government plans with respect to such disability will be deductible from the benefits payable under this Plan.

The full cost of the plan will be borne by the Employer. The Employer will make arrangements with the insurance carrier for the withholding of Income Tax from the benefits payments.

1. The Parties agree that the employees whose dated of hire is prior to January 1, 2007 ("current employees"), cannot be terminated for non-culpable absenteeism while on Long Term Disability (LTD) and while on LTD will remain an employee and will continue to receive all benefits afforded to an employee under the Collective Agreement, as amended from time to time. Current employees who terminate their employment voluntarily and are subsequently rehired after January 1, 2007 will be treated in accordance with paragraph 2 and four of this Agreement. Current employees who are laid off and subsequently recalled or rehired will be treated as employees whose date of hire is prior to January 1, 2007 for the purpose of this Agreement.
2. The Parties agree that after an employee whose date of hire is on or after January 1, 2007 has been on LTD for a single period of longer than thirty-six (36) month, the Employer may terminate that employee's employment if an independent medical specialist selected by the Employer and the Union determines that it is unlikely that the employee will be able to return to active service with the Employer in the foreseeable future. The cost of the Independent Medical Examination will be borne by the Employer.
3. The Parties agree that when an employee is terminated pursuant to paragraph 2, the only issue that is subject to the grievance and arbitration procedures prescribed in the Collective Agreement is whether the Employer has discharged its duties to accommodate the employee.

4. When an employee is terminated pursuant to paragraph 2, the termination of the employee's employment will not disqualify that individual from continued receipt of LTD benefits in effect or as amended from time to time in accordance with the Collective Agreement. Pursuant to the Collective Agreement, individuals continue to be eligible to receive LTD benefits until the earliest of recovery from disability, retirement, death or until the age of sixty-five (65) regardless of employment status.

#### Section 4     Dental Plan

The Employer will provide, at the Employer's expense, a Dental Plan which will provide for payment of one hundred percent (100%) of the basic services, commonly referred to as Plan "A" and for the payment of eighty-five percent (85%) of the dental services commonly referred to as Plan "B". Plan "A", white composite fillings will be covered.

The Parties agree that the "Implant" benefit, will be amended as follows:

The Employer will pay up to 85% of the total cost of each implant, up to a total cost of \$2,200.00/implant.

For the purpose of this agreement each post inserted onto the gum is considered to be one implant, regardless of the type of prosthetic tooth used in connection with the implant procedure.

The cost of an implant includes, but is not limited to: surgery, insertion of post(s), lab fees and "E" expenses consistent of the College of Dental Surgeons of BC fee-guideline, and prosthetic teeth, whether in the form of crown(s) or a bridge. Such coverage will be provided whenever a gap of one or more teeth is filled or addressed through the insertion of a post or similar device inserted into the gum to support a crown or bridge.

All Benefit Book limitations will otherwise apply.

The Employer will provide, at the Employer's expense, a Dental Plan which will provide dental services commonly referred to as Plan "C" to a lifetime maximum of two thousand six hundred dollars (\$2,600.00) per family member. This maximum level shall only apply for dental work carried out on or after the effective date. Employees and their dependants will be eligible for coverage on the first of the month following six (6) months of continuous service.

Dependants to be covered are the Employee's spouse; unmarried dependent children under age twenty-one (21) residing in British Columbia; and unmarried dependants children, if full time student, to age 25.

Participation in the Plan is compulsory for all employees with the exception of an Employee already covered as a dependent under a group dental plan, providing at least equal benefit, through the Employee's spouse or parent. In such cases participation shall be waived provided that satisfactory evidence of the other plan is provided to the Employer.

Section 5     Pension

Effective October 1, 2008, the Employer will contribute twelve percent (12%) of each Regular Permanent employee's gross earnings, excluding overtime, into their respective RRSP plan.

Section 6     RRSP Plan

Employees may contribute 1%, 2% 3%, 4% or 5% of their base rate earnings for hours worked to an RRSP Plan.

The Employer will make a \$ .20 on the dollar matching contribution for each dollar the employees contribute under this clause. The Employer contribution will be added to the Employee's earnings and deducted with the employee's contributions.

Section 7     Life Insurance

Eligibility

All full time employees are eligible on employment. Coverage for new employees becomes effective on the first day of the month coincident with or next following the date of hire. Beneficiaries are as recorded with the Carrier.

Basic Coverage

A regular full-time employee's basic coverage for Life Insurance shall start at fifty thousand dollars (\$50,000.00) and increase as per the agreed upon *Manulife Insurance Policy*. The entire premiums will be paid annually by the United Steelworkers up to the end of requirement (20 year period, beginning January 2012) or until termination of employment or death.

### Coverage for Retired Employees

The *Manulife Insurance Policy* will stay with the employee after retirement as a Life Insurance Policy.

### Termination of Employment

Termination of employment within the period of premium payments, the policy will remain the same, *except*, the employee will incur the cost of the premiums at the date of termination.

## Section 8 Vision Care

The employee and each eligible dependant for his or her expenditure for prescription eye glasses and contact lenses to a maximum reimbursement of three hundred and fifty dollars (\$350.00) every two calendar years. The amount may be carried over to a maximum of seven hundred dollars (\$700.00) if not used in the first two (2) years.

Employees and their dependant will be eligible for coverage on the first of the month following six months of continuous service. Dependants to be covered are the employee's spouse and unmarried dependant children under the age of twenty-five (25) residing in British Columbia.

The employee may opt to be reimbursed, upon receipt, the Optical Plan amount of three hundred and fifty (\$350.00) or the two-year carried over amount of seven hundred (\$700.00) towards Lasik Eye Surgery.

### Eye Examinations

Employees who are required to work with Video Display Terminals on a regular basis shall be entitled to the following:

- a) Eye examination by an Ophthalmologist /Optometrist of the Employee's choice once per year.
- b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests, and the Employer shall assume the costs of such tests where such costs are not covered by insurance.

Section 9     Same Sex Spousal Benefit

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided.

Subject to carrier approval.

Section 10    Wellness Benefit

The Employer recognizes there are a wide variety of activities that lead to improved physical fitness and emotional health. The Employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility or stability.

The Employer will establish procedural requirements for re-imbursement of expenses related to the wellness program, including a list of Employer-approved eligible expenses under the program and a provision for employees to submit an application to the Employer for pre-approval of any proposed expenses that are not explicitly included on the Employer's list of approved eligible expenses.

The annual allowance for wellness expense reimbursement is:

Regular Full-Time Employees - \$500.00

Regular Part-Time Employees - \$250.00

Employee status at January 1<sup>st</sup> will determine annual eligibility.

Each qualifying employee may receive wellness expense reimbursements to the maximum annual allowance in each calendar year starting each January 1<sup>st</sup>. Unused portions of the annual allowance for wellness expense may be carried over to a maximum of one thousand dollars (\$1000.00)

Eligible expenses/programs include, but are not limited to:

1. Fitness club memberships;

2. Registration fees for fitness-related programs or lessons, such as aerobic classes, yoga, dance lessons, figure skating and outdoor survivor training;
3. Sports team memberships and registration fees;
4. Annual memberships, such as golf;
5. Court fees, green fees, ski passes, lift tickets and race registrations;
6. Personal trainers, fitness consultants, lifestyle consultants and exercise physiologists;
7. Durable equipment such as treadmills, exercise bikes and universal gym;
8. Skates, roller blades, bicycles, specialized athletic footwear, tennis racquets, golf clubs, safety helmets and specialized sports equipment;
9. Weight management programs (excluding food and supplements);
10. Smoking cessation programs and supplies;
11. Nutrition programs and counselling;
12. Maternity services (prenatal classes, mid-wife services and doula services);
13. Services for the following registered paramedical and alternative health practitioners: reflexologist, iridologist, herbalist, homeopath, athletic therapist, Chinese medical practitioner, shiatsu physiotherapist, therapist, acupressurist, speech therapist, psychologist, acupuncturist, massage therapist, podiatrist, chiroprapist, naturopath, chiropractor, osteopath, audiologist, dietician, occupational therapist, optometrist, ophthalmologist;
14. Stress management programs;
15. Cholesterol and hypertension screening;
16. First aid and CPR (cardiopulmonary resuscitation) training;
17. Health assessments;
18. Allergy tests;
19. Vitamins & supplements, including herbal products;

- 20. Other alternative wellness services: Reiki, Ayurvedic medicine, touch therapy, Roling light therapy;
- 21. Costs for immunizations and travel medications;
- 22. Costs for medical examinations not covered by provincial medical plans;
- 23. Costs related to counselling on substance abuse;
- 24. Winter driving courses.

#### Section 11    Benefit Change of Carriers

The Employer will send the Union a letter of commitment, stating that, should the Employer change benefit carriers that the Employer will maintain the employees' minimum benefits.

## **ARTICLE 13 - WAGES**

13.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories and the job description as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

### **13.02 Starting Wage**

Any regular full time or part time employees hired or promoted after October 1, 2005 will have a starting wage of eighty percent (80%) of the current wage as per Article 13.01. Such employees will receive increases of five percent (5%) every six (6) months until they reach the appropriate rate of pay.

## **ARTICLE 14 - SENIORITY**

- 14.01 Seniority shall mean length of service with the Employer and its predecessors, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position. In the event a former Employee is rehired by the Company after having voluntarily quit, or after having been discharged with just cause, such Employee shall retain his original service for purposes of vacation and pension credit entitlement only.
- 14.02 When on approved leave of absence on Union business, sick leave or maternity leave, an Employee will continue to accrue seniority.
- 14.03 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

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

- 15.01 The Employer shall fill job vacancies from within the office before hiring new employees, providing employees are available with the skills, ability and the necessary qualifications to fill the vacant positions.
- 15.02 Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the Employee with the greatest seniority shall be selected. Salaries paid on promotion shall not be less than the Employee's current rate, if time related steps are implemented.

### **15.03 Layoff**

In the event of a general reduction, employees affected shall be laid off in the inverse order of their seniority; competency considered; and when it is necessary to increase forces, former employees who have completed their probationary periods shall be re-employed as closely as possible in order of their seniority. The Employer agrees that no new employees shall be hired at the operation concerned until those laid off have been recalled; except in cases where job requirements preclude those on layoff.

### **15.04 Notice of Layoff**

All regular employees shall be given, in writing, notice of layoff as per Employment Standards as follows:

- 1 weeks notice after 3 consecutive months of service
- 2 weeks notice after 12 consecutive months of service
- 3 weeks notice after 3 consecutive years of service, plus 1 additional week for each additional year of employment, to a maximum of 8 weeks notice

or

the equivalent amount of pay in lieu of notice, or a combination of notice and money, unless the employee terminates the employment, retires from employment, or is dismissed for just cause.

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

- 15.05 Any regular full time or part time Employee with six (6) months or more of service who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of eighteen (18) months.

#### 15.06 Recall

Notice of recall to an Employee who has been laid off shall be made by Registered Mail to the Union with a copy to the Employee. The Employee must respond to such notice within ten (10) days of receiving it, or possibly lose rights of seniority and recall; however, an Employee who is prevented from responding to a recall notice because of illness or other reason beyond the Employee's control shall not lose such rights thereby.

- 15.07 a) The foregoing is not to be so construed that an elected Officer of Local 480, USW, is prevented from performing the duties of office as outline in the By-Laws of Local 480 or the Constitution of the United Steelworkers, should economics dictate a reduction of office staff.
- b) Should economics dictate a reduction of staff, the Employer and Union will meet in joint consultation for justification of economic conditions. The Union will be supplied with all documentation pertaining to justification, such information will be held by the Union in strict confidence.

## **ARTICLE 16 - GENERAL**

- 16.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 16.02 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.
- 16.03 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 16.04 All members shall be required to use their Union Labels.
- 16.05 The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions.
- 16.06 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer.
- 16.07 The Employer will be responsible for all expenses for employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)
- 16.08 Jury Duty

A regular full time Employee who is required to report for jury duty in County Court, Provincial Court, Supreme Court or Coroner's Court, or who is subpoenaed by the Crown to appear as a witness at any proceedings in the aforementioned Courts on a work day on which he would normally have worked, will continue to be paid his normal standard hourly rate of pay according to his existing work schedule during such periods of absence on Court Duty.

An Employee who has his pay maintained during his absence on Court Duty under this Article shall claim normal jury duty pay or witness fees from the Court for the period in question and shall, upon receipt of such Court Duty pay or fees, reimburse the Employer for the full amount of such pay or fees.

Time paid for Court Service will be counted as hours worked for the purpose of qualifying for vacation and statutory holidays, but will not be counted as hours worked in a work day or work week for the purpose of computing overtime.

It is further agreed that if time spent for such Court Duty exceeds four (4) hours, time will be paid, and if less than four (4) hours the Employee will be required to return to work.

#### 16.09 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of his duties, to refuse to cross a legal picket line recognized by the Union. The union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

16.10 During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

16.11 At the completion of collective bargaining, C.U.P.E. will be responsible for the preparation of the Memorandum of Agreement and the subsequent amended Collective Agreement.

#### 16.12 Tuition Fees

The Employer agrees to pay 100% of course fees for continuing education on pre-approval of the Employer and satisfactory completion of the course. Course must be job related.

## **ARTICLE 17 - DISCHARGE AND TERMINATION**

- 17.01 It is hereby agreed that the Employer has the right to discharge for just cause, and notice, or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will provide the Employee with a statement in writing, clearly establishing the reasons for such discharge; with a copy to the Union at the time of discharge.
- 17.02 An Employee whose employment is terminated by the Employer, as set forth in Section 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

## **ARTICLE 18 - TECHNOLOGICAL OR PROCEDURAL CHANGE**

- 18.01 The Employer agrees to provide the Union with as much notice as possible of their intention to introduce automated equipment or procedural change which may affect the employment or conditions of employment of employees.
- 18.02 Employees requiring training or retraining as a result of such changes to equip them to retain their positions, or to qualify for other positions in order of seniority, shall be provided such training at the Employer's expense and without loss of pay.
- 18.03 Employees becoming redundant as a result of such changes shall be laid off and placed on the recall list as provided in Article 15.06.
- 18.04 Employees who are terminated under this Article shall receive severance pay as follows: One (1) week for each year of service to a maximum of ten (10) weeks. Severance pay shall be payable to an Employee immediately upon termination.
- 18.05 The Employer agrees that no computer equipment shall be placed in an Employee's residence.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.01 Procedure**

Any dispute arising out of the operation, application, interpretation or any alleged violation of this agreement, or any other condition of employment; including the question of whether a matter is arbitrable, shall be referred to as a grievance.

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

In case of discharge, the grievance procedure will start at Stage 2.

The employees file is to be purged after 12, months, following date of incident.

### **19.02 STAGE 1**

Within thirty (30) working days of learning of the grievance, the employee or employees concerned with their union steward in attendance or Union General Grievance Committee shall endeavour to settle the dispute with the President of Local 480. Failing to reach a satisfactory settlement of the dispute within five (5) days after its submission, the dispute may be referred to stage 2.

### **19.03 STAGE 2**

The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the President and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within five (5) days after submission to the President, the dispute may be referred to Stage 3.

### **19.04 STAGE 3**

The dispute shall be submitted to a Board of Arbitration. All replies to grievances shall be in writing at all stages.

### **19.05 Time Limits**

The time limits in the above article may be varied and/or extended only by mutual agreement between the Parties.

## **ARTICLE 20 - SINGLE ARBITRATOR**

20.01 In an alternative procedure to Article 20, the parties to this Agreement may, if it is mutually agreed to do so, use the services of a single arbitrator as a means of settling grievances and disputes.

- i. The party desiring arbitration shall appoint a member for the Board and shall notify the other party, in writing, of its appointment and the particulars of the grievance in dispute.
- ii. The selection of the arbitrator will be agreed between the Employer and the Union. If they fail to agree, the Minister of Labour will be requested to appoint.
- iii. Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to be the parties to the dispute. The arbitrator shall deliver his award, in writing, to each of the parties, and this award shall be final and binding upon each of the parties and shall be carried out forthwith. An arbitration award under this Article shall not be subject to further procedure under Article 20 of this Agreement.
- iv. Each party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

## **ARTICLE 21 - HEALTH AND SAFETY**

### **21.01 New VDT Equipment**

The Employer will attempt to supply reasonable but adequate new equipment for operation work stations (e.g.: adjustable work stations, detachable keyboards, etc.)

21.02 The Employer is committed to a program to identify and eliminate or, if not practicable, minimize the risk of musculoskeletal injury to its employees. This program will be done in consultation with employees and the following factors will be considered:

- risk identification, assessment and control;
- aspects and layout of work stations;
- worker education and training on ergonomic issues.

## **ARTICLE 22 - SEXUAL HARASSMENT**

22.01 Sexual harassment is any objectionable emphasis on the sex of an individual, and more specifically, any sexually-oriented conduct - verbal, physical, or by innuendo - constitutes sexual harassment when:

- i. submission to such conduct becomes either explicitly or implicitly a term or condition of employment;
- ii. submission to or rejection of such conduct is used as a basis for employment decisions;
- iii. such conduct has the purpose or effect of interfering with work performance; or
- iv. such conduct creates an intimidating, hostile or offensive working environment.

Sexual harassment shall be treated as a serious offence of sex discrimination and can result in a whole range of disciplinary actions, up to and including discharge.

A grievance related to a matter of alleged sexual harassment may be launched at Step 2 of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality.

An alleged offender under this clause shall be entitled:

- i. to be given notice of the substance of a grievance under this clause;
- ii. to be given notice and to attend, participate in and be represented in any arbitration hearing which is held as a result of a grievance under this clause.

### **22.02 Workplace Harassment**

The Parties agree to create a mutually agreed upon Workplace Harassment Policy. In the interim, the USW. Harassment Policy will be used as the official document.

## **ARTICLE 23 - EMPLOYEES AND FAMILIES ASSISTANT PROGRAM**

23.01 The Employer will endeavour to have their employees as a part of USW Local 480 counselling plan. Should this not be possible the Employer agrees to provide a counselling service.

## **ARTICLE 24 – TERM OF AGREEMENT**

24.01 This Agreement will be in full force effect on and after the 1st day of October 2022 to and including the 30th day of September 2027.

### 24.02 Notice

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

### 24.03 Agreement to Continue in Force

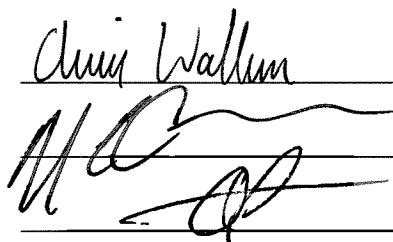
Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

### 24.04 Changes in Agreement

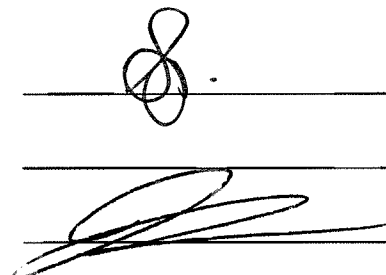
Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.

DATED THIS 17<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

  
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SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

  
\_\_\_\_\_  
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\_\_\_\_\_

## **APPENDIX "A" - JOB CLASSIFICATIONS**

1. Administrative Assistant Local 480/District 3      Permanent Full-Time
2. Janitor      Permanent Part-Time

### **HOURLY SALARY RATES**

<b>Classification</b>	<b>1-Oct-22</b>	<b>1-Oct-23</b>	<b>1-Oct-24</b>	<b>1-Oct-25</b>	<b>1-Oct-26</b>
	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Administrative Assistant Local 480/District 3	\$41.35	\$42.18	\$43.02	43.88	\$44.76
Janitor	\$31.61	\$32.24	\$32.88	\$33.54	\$34.21

Regular Permanent Employees will receive the following:

October 1, 2022 - \$12,000.00  
 October 1, 2023 - \$2,000.00  
 October 1, 2024 - \$2,000.00  
 October 1, 2025 - \$2,000.00  
 October 1, 2026 - \$2,000.00

Permanent Part Time Employees will receive a prorated amount calculated as follows:

	<u>Hours worked per employee per year</u>	x\$12,000.00
2022-10-01	1820 hours	
	<u>Hours worked per employee per year</u>	x\$2000.00
2023-10-01	1820 hours	
	<u>Hours worked per employee per year</u>	x\$2000.00
2024-10-01	1820 hours	
	<u>Hours worked per employee per year</u>	x\$2000.00
2025-10-01	1820 hours	
	<u>Hours worked per employee per year</u>	x\$2000.00
2026-10-01	1820 hours	

**LETTER OF UNDERSTANDING NO. 1**

between

**United Steelworkers, Local 480**

and

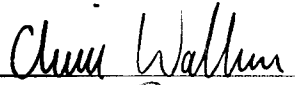
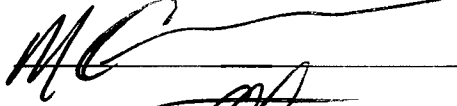
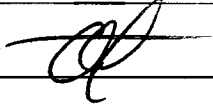
**Canadian Union of Public Employees, Local 2087**

**RE: Weekly Indemnity**



In reference to the Weekly Indemnity Plan of the CBA, Page 18, Article 12, Section 2. The Employer would like the flexibility of self-insuring this plan. This in no way exempts us from any obligations specified in the signed Collective Agreement, only in the method in which we provide said benefits, i.e. to choose either a commercial carrier or to become self-insured.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

  
  
  
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\_\_\_\_\_

SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

  
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**LETTER OF UNDERSTANDING NO. 2**

between

**United Steelworkers, Local 480**

and

**Canadian Union of Public Employees, Local 2087**

**RE: Hours of Work**

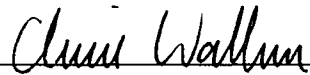
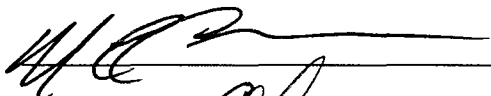
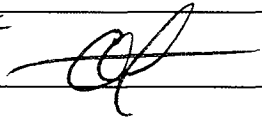
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The Parties agree that Articles 7.01 and 7.03 are intended for the use of permanent full-time employees.


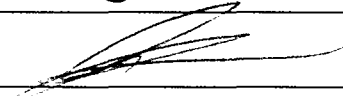
The Parties agree that an extension of the daily or weekly hours of work for the permanent part-time employee shall be at the straight time rate except where the hours exceed forty (40) hours.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

  
  
  
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SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

  
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### **LETTER OF UNDERSTANDING NO. 3**

**Between**

**United Steelworkers, Local 480**

**And**

**Canadian Union of Public Employees, Local 2087**

#### **RE: Continuation of Benefits Following Retirement**

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- A. Retirement is deemed to be when a full-time, regular employee leaves their employment after having attained a minimum of fifty-five years of age with at least ten (10) years of service.
- i. When a retired employee does not have coverage under a spousal plan, the employer agrees to pay the premiums for Extended Health Benefits as well as for the Medical Services Plan provided the Employer has the ability to pay.
  - ii. Should the Employer contend financial inability to pay these premiums, the Employer and the Union will meet in joint consultation for justification of economic conditions. The Union will be provided with all documentation pertaining to said justification. All information will be held by the Union in strict confidence.
- B. The Employer and the Union agree to meet for the purpose of negotiating Letter of Understanding No.3 should the Local 480 membership decline to less than nine hundred (900) members for a period of twelve (12) consecutive months.

The Employer will provide Local 2087 sixty (60) days notice to negotiate and will include full disclosure of all documentation pertaining to the membership decline.

Clause B of this Letter of Understanding No. 3 does not apply to Jo-Lynne Gallamore.



## **LETTER OF UNDERSTANDING NO. 4**

**Between**

**United Steelworkers, Local 480**

**And**

**Canadian Union of Public Employees, Local 2087**

### **RE: Job Sharing**

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1. There shall be no reduction in the number of full-time positions as a result of the establishment of a job share arrangement(s).
2. Individual job share arrangements will be limited to permanent employees at the time of the job share arrangement, but will be filled as per posting procedures outlined in the Collective Agreement.
3. The position to be job shared will be maintained as a permanent position.
4. Proposal(s) will be submitted by CUPE to the employer and shall be considered individually on its own merits. The Employer shall make every effort to accommodate the employee's request to job share.
5. If a position becomes vacant as a result of the job share arrangement, that position will be posted as a temporary position.
6. Should an arrangement be considered unsuitable at any time by either partner or the employer, the arrangement will be terminated with 30 days notice.
7. If it is agreed by both parties that the job share arrangement should cease, an orderly transition from job share to traditional work arrangements will take place.
8. If required, the job share partners will have a maximum of two weeks to set up effective work guidelines that are suitable to the partners and the Employer.
9. If training is required, it is the responsibility of the job share partners, in coordination with the employer, to conduct the training.
10. Job share partners' salaries will be pro-rated in the salary grade of the job being shared.

11. Benefits and Vacation Entitlement:

- Benefits for job share partners will be pro-rated as per a full-time employee.
- If an employee wishes full coverage under these plans, then the balance required for full coverage will be deducted from the employee's pay. Teck Cominco's carrier must be in agreement.
- Regular and special vacation pay will be pro-rated as per the Collective Agreement.
- Statutory holidays and floaters will be split accordingly.

12. Job share partners are not eligible to jointly apply for any other position.

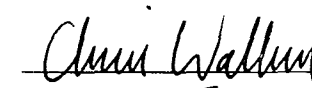


13. The work schedule of a job share position must remain the same as if the position were not job shared.

14. If one partner is on sick leave longer than 90 days, the job share arrangement will automatically be terminated.

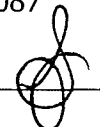
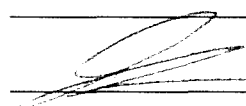
15. If the job share arrangement ends because one partner decides to opt out, each employee will return to his/her previous position.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

  
  
  
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SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

  
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**LETTER OF UNDERSTANDING NO. 5**

**Between**

**United Steelworkers, Local 480**

**And**

**Canadian Union of Public Employees, Local 2087**

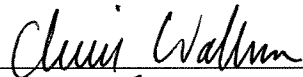
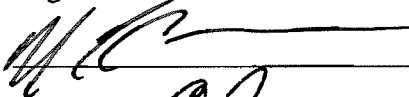
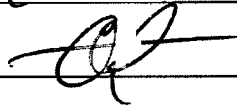
**RE: Severance Pay - Jo- Lynne Gallamore**

This letter is on a without prejudice and without precedence basis and is exclusively for Jo-Lynne Gallamore.

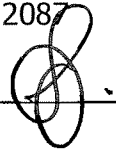
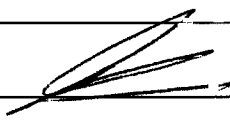
If the United Steelworkers, Local 480 terminates Jo-Lynne's employment, without cause, she will be entitled to severance pay equal to 1 week of earnings for every year of service, on a pro-rated basis, such amount calculated on the basis of rate of pay at the time of termination.

DATED THIS 7<sup>th</sup> DAY OF March, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

**LETTER OF UNDERSTANDING NO. 6**

**Between**

**United Steelworkers, Local 480**

**And**

**Canadian Union of Public Employees, Local 2087**

**RE: Retirement Bonus**

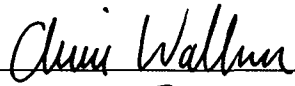
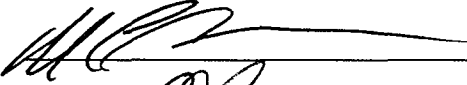
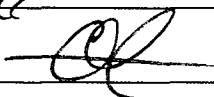
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The Employer will provide a retirement bonus as follows:

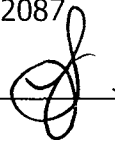
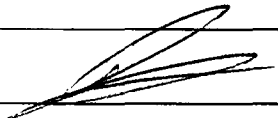
- The employee will receive one thousand (\$1000.00) dollars if they provide six (6) months notification of their retirement.
- The employee will receive fifteen hundred (\$1,500.00) dollars if they provide nine (9) months notification of their retirement.
- The employee will receive two thousand (\$2,000.00) dollars if they provide twelve months (12) notification of their retirement.
- The Employer will provide the employee with five hundred dollars (\$500.00) towards their retirement party.
- The Employer will give the employee a two hundred and fifty dollar (\$250.00) gift certificate.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

**LETTER OF UNDERSTANDING NO. 7**

## Between

## United Steelworkers, Local 480

**And**

**Canadian Union of Public Employees, Local 2087**

**RE: Seniority Entitlement -Jo- Lynne Gallamore**

Both parties agree that Jo-Lynne Gallamore's seniority for the purpose of vacation and pension credit has been calculated as follows:

Janitor Permanent Part-time start date was 1994. Hours worked from 1994 – 2009 is calculated as 6743 hours. Seniority of 3.7 years.


A credit of 3.7 years was added to her seniority in 2010 when she was hired as the Full-time Administrative Assistant.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087)

Chris Wallum

The image shows two examples of handwriting on lined paper. The top example is a circular scribble with a vertical line passing through it, located on the top line. The bottom example is a series of three overlapping, diagonal strokes, located between the middle and bottom lines.

**LETTER OF UNDERSTANDING NO. 8**

**Between**

**United Steelworkers, Local 480**

**And**

**Canadian Union of Public Employees, Local 2087**

**RE: Article 12 – Benefits Program**

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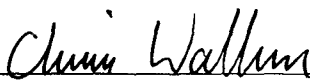

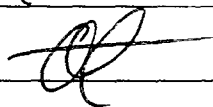
Due to unforeseen circumstances to Teck Metals inability to provide benefit coverage to Local 480's Office Administrator, Local 480 agrees to provide Benefits equivalent to coverage as set out in Article 12 of CUPE Local 2087 dated October 1, 2016 – September 30, 2019.

The Parties agree that the benefit levels as they exist at the signing of this Agreement shall be maintained.

The new benefit carrier effective as of March 1, 2014 will be Manulife Financial for benefits and Great West Life for the Disability Insurance Plan.

DATED THIS 7<sup>th</sup> DAY OF MARCH, 2023.

SIGNED BY THE EMPLOYER  
United Steelworkers, Local 480

SIGNED BY THE UNION  
Canadian Union of Public Employees,  
Local 2087

