

**COLLECTIVE AGREEMENT**

**between**

**UNITED STEELWORKERS, Local 1-1937**



***(the Employer)***

**and the**

**BRITISH COLUMBIA UNION  
WORKERS' UNION (BCUWU)**



***(the Union)***

**Effective from January 1, 2025 to December 31, 2027**

**TABLE OF CONTENTS**

**PREAMBLE ..... 1**

**ARTICLE 1 - DEFINITION OF EMPLOYEES..... 1**

**ARTICLE 2 - EMPLOYER RIGHTS..... 1**

**ARTICLE 3 - SECURITY ..... 1**

    3.1 Union Shop..... 2

    3.2 Union Committee ..... 2

    3.3 Union Membership..... 2

    3.4 Check-Off..... 2

**ARTICLE 4 - BARGAINING AGENCY ..... 2**

    4.1 Bargaining Unit ..... 2

    4.2 Union Recognition ..... 2

    4.3 No Other Agreements ..... 2

    4.4 Crossing of Picket Lines During a Strike ..... 3

    4.5 Meetings ..... 3

    4.6 Employee Contact Information..... 3

    4.7 Access to Work Site ..... 3

**ARTICLE 5 - HUMAN RIGHTS AND HARASSMENT ..... 3**

    5.1 Human Rights..... 3

    5.2 Harassment..... 4

**ARTICLE 6 - HOURS OF WORK & OVERTIME ..... 4**

**ARTICLE 7 - STATUTORY HOLIDAYS ..... 5**

**ARTICLE 8 - VACATIONS ..... 5**

    8.1 Entitlement ..... 5

**ARTICLE 9 - SENIORITY ..... 6**

    9.1 Principle..... 6

    9.2 Reduction & Recall of Forces..... 6

    9.3 Retention during Layoff ..... 6

    9.4 Job Posting ..... 7

    9.5 Probationary Period..... 7

**ARTICLE 10 - DISCHARGE, DISCIPLINE AND PERSONNEL RECORDS..... 7**

**ARTICLE 11 - LEAVES OF ABSENCE..... 8**

    11.1 Illness or Injury..... 8

    11.2 Written Permission ..... 8

    11.3 Bereavement Leave ..... 8

    11.4 Family Illness ..... 8

    11.5 Pregnancy/Parental Leave/Adoption..... 9

    11.6 Public Office ..... 9

    11.7 Educational Leave ..... 9

    11.8 Jury Duty ..... 9

    11.9 Union Business..... 10

**ARTICLE 12 - BENEFITS..... 10**

**ARTICLE 13 - SEVERANCE PAY ..... 11**

**ARTICLE 14 - ADJUSTMENT OF GRIEVANCES ..... 12**

    14.1 Procedure.....12

    14.2 Time Limit.....12

**ARTICLE 15 - ARBITRATION ..... 12**

    15.1 Grievances.....12

    15.2 Strikes and Lockouts .....13

**ARTICLE 16 - DURATION ..... 13**

**ARTICLE 17 - GENERAL ..... 13**

**APPENDIX 1 – WAGES..... 14**

**LETTER OF UNDERSTANDING 1 ..... 15**

    Vacation Entitlements .....15

**LETTER OF UNDERSTANDING 2 ..... 17**

    Laura Mauke .....17

**LETTER OF UNDERSTANDING 3 ..... 17**

    Benefits17

## PREAMBLE

The purpose of this Agreement is to secure for the Employer, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement.

The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

## ARTICLE 1 - DEFINITION OF EMPLOYEES

- (a) **Regular Full-Time:** a person who has completed the probationary period and is employed on a full-time permanent basis, working maximum hours, to which all rights, conditions, and benefits stated in this Agreement apply.
- (b) **Regular Part-Time:** a person who has completed the probationary period and is employed on a continuing basis for less than the normal hours of work a regular full-time employee would sustain. Rights, conditions, and benefits stated in this Agreement may or may not apply to this person, as stated under applicable **Articles**.
- (c) **Temporary:** a person who is informed at the start of their employment that their position is temporary, and the specified period will not exceed four (4) months. Temporary employees do not have a probationary period and therefore do not retain seniority rights. However, if a regular full-time position becomes available and a temporary person is hired into that role their seniority date will be that of the date of original hire.
- (d) **Casual:** a person who is hired for extra or relief work for periods of up to one (1) month. They shall be paid for not less than four (4) hours work on each day they are asked to come in to work. Casual employees do not have a probationary period and therefore do not retain seniority rights.

## ARTICLE 2 - EMPLOYER RIGHTS

The management and the operation of, and the direction and promotion of the employees is vested exclusively in the Management; including but not limited to the right to hire, promote, or discharge any employee for cause, provided however, that this will not be used for the purposes of discrimination, against employees.

## ARTICLE 3 - SECURITY

It is agreed that all employees, as a condition of employment, be Union members of BCUWU and shall pay monthly dues as required.

**3.1 Union Shop**

Each employee shall, at the time of hiring and as a condition of employment or continued employment, become a member of the Union and maintain membership therein. Any employee who is a member in good standing or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing.

**3.2 Union Committee**

For the purpose of this Agreement when the term "Union Committee" is used, it shall mean Committee members which are appointed by the Union or elected by the membership. The Union Committee will consist of one (1) committee member when membership is under ten (10) and two (2) members when membership is over 10.

**3.3 Union Membership**

No employee shall be subject to any penalties against their application for membership or reinstatement.

**3.4 Check-Off**

The Employer shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hire.

In the event an employee is in arrears of Union dues, the Union shall notify the Employer and the employee by letter of the amount of back dues owed.

The Employer shall remit the dues deducted pursuant to such assignment to the Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

**ARTICLE 4 - BARGAINING AGENCY****4.1 Bargaining Unit**

The bargaining unit shall consist of all employees for whom the Union has been certified to bargain collectively pursuant to the *Labour Relations Code* of British Columbia.

**4.2 Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent of the employees in the bargaining unit.

**4.3 No Other Agreements**

No employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

#### **4.4 Crossing of Picket Lines During a Strike**

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any employee who exercises their right under this Article will notify the Employer immediately.

#### **4.5 Meetings**

The Employer and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between the Employer and the Union.

Meetings shall include any meetings called for the purposes of labour relations issues, bargaining issues including grievance meetings and Local Agreements. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings.

#### **4.6 Employee Contact Information**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

#### **4.7 Access to Work Site**

Official Union Representatives shall obtain access to the Employer's operation for the purpose of this agreement by written permission which will be granted by the Employer on request subject to such reasonable terms and conditions as may be laid down by the Employer.

(a) **Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

### **ARTICLE 5 - HUMAN RIGHTS AND HARASSMENT**

#### **5.1 Human Rights**

The Employer and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, Union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

## 5.2 Harassment

Harassment or bullying includes any inappropriate conduct, which shall include intentional alienation, or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Employer shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Employer shall be responsible to provide instruction, training, information and to provide a workplace free of harassment and/or bullying.

All harassment complaints originating in the workplace or Employer-related functions will be investigated. An operational Union representative pre-appointed by the Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

## ARTICLE 6 - HOURS OF WORK & OVERTIME

The regular workweek for full-time employees shall consist of five (5) days, 7.3 hours per day, therefore receiving pay for thirty-six and one-half (36.5) hours per week.

(a) For all employees employed hired prior to ratification, the regular workweek for full-time employees shall consist of four (4) days consecutive except for below **(1), (2)**, nine point one two five (9.125) hours per day, therefore receiving pay for thirty-six and one half (36.5) hours per week.

(1) If no administrative staff are scheduled on Monday or Friday, because of vacation by other administrative staff, the employer will have the right to reschedule days off to cover any gaps that occur. Employees must receive fourteen (14) calendar days' notice of any change.

(2) The weeks of which a statutory holiday lands, the employer will schedule the days of work for those weeks. Employees must receive fourteen (14) calendar days' notice of any change.

(b) These hours shall be worked, by and large, between the hours of 7:30 am and 5:00 pm, Monday to Friday each week. As directed by the Employer.

(c) Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken.

(d) An unpaid lunch period of one-half (1/2) hour shall be provided and may be taken within the two (2) hours in the middle of the regular working day, precise time to be arranged with the Employer, to ensure the office is staffed and is not required to close.

(e) All hours worked in excess of the regularly established working day shall be considered overtime and paid for at the rate of one and a half (1.5) times the hourly rate of pay for the first two (2) hours, and two (2) times the hourly rate of pay for any hours beyond.

(f) All overtime shall be distributed equally, all things being equal, between all members of the regular full-time staff. Overtime is voluntary.

(g) Full-time employees directed to work on a Statutory Holiday will be paid a minimum of four (4) hours at the rate of double-time, as well as entitlement to another day off with regular pay at a mutually agreed upon day.

**ARTICLE 7 - STATUTORY HOLIDAYS**

***Statutory Holiday Pay***

(a) The following have been designated as paid Statutory Holidays for regular full-time employees:

- |                            |                 |
|----------------------------|-----------------|
| New Year's Day             | Family Day      |
| Good Friday                | Easter Monday   |
| Victoria Day               | Canada Day      |
| B.C. Day                   | Labour Day      |
| Truth & Reconciliation Day | Remembrance Day |
| Thanksgiving Day           | Christmas Day   |
| Boxing Day                 |                 |

and any other day that may be stated as a legal holiday by the Provincial and/or Federal Government.

(b) In order to qualify for Statutory Holiday pay, a new employee must have been on the payroll thirty (30) days immediately preceding the holiday.

(c) In the event a Statutory Holiday falls on a Saturday, Sunday, or a scheduled day off, the employees shall receive an additional day or days off during the preceding or following week, as mutually agreed to between Employer and employees.

(d) Regular full-time employees will be granted one (1) paid Personal Floating Holiday each calendar year, to be arranged at a time agreed to between the Employer and employee. A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days with completed probationary period to qualify for the Personal Floating Holiday.

**ARTICLE 8 - VACATIONS**

With respect to annual vacations and vacation pay, the following provisions will apply:

**8.1 Entitlement**

(a) The annual vacation for employees covered by this Agreement shall be based upon the regular job rate as per the chart below:

<b>QUALIFYING PERIOD</b>	<b>WEEKS OF ANNUAL VACATION ENTITLEMENT</b>	<b>PERCENT OF WAGES</b>
Less than one (1) years' service	0	4%
One (1) years' service completed but less than two years' service	2	5%
Two (2) years' service completed, but less than seven (7) years' service	3	7%
Seven (7) years' service completed, but less than 15 years' service	4	9%
15 years' service completed, but less than 24 years' service	5	11%
24 years' service completed, but less than 30 years' service	6	13%
30 years' service completed or greater	7	15%

All earned vacation time must be taken in each calendar year.

Senior employees shall be given preference in the selection of vacation periods.

(b) Vacation pay shall be paid out on the first pay period following the anniversary date of each individual employee. A calculation of applicable percentage times gross wages earned throughout the anniversary period shall be determined. As well, as long as a minimum of 1000 hours have been worked during the anniversary period, a calculation of entitlement at the regular rate for that employee shall also be determined. The employee shall be paid the greater of the two (2) calculations only if the minimum requirement of one thousand (1000) hours has been fulfilled. This stipulation applies to regular full-time employees.

(c) When gross wages are determined for vacation pay calculation purposes, prior vacation pay received back to and including the previous anniversary date of the employee shall be included in the result. In other words, employees will be paid vacation pay on vacation pay.

(d) Employees will have the ability to draw from accrued vacation pay, twice yearly, in addition to the vacation pay paid at the common cut-off date.

(e) After one (1) continuous year of employment, when gross wages are determined for vacation pay calculation purposes, the following shall be considered as days actually worked for employees and added to gross wages as such:

(1) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to their employment.

## **ARTICLE 9 - SENIORITY**

### **9.1 Principle**

The Employer recognizes the principle of seniority. Seniority is defined as the length of service with the Employer.

### **9.2 Reduction & Recall of Forces**

(a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved.

(b) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of seniority subject to the competency of the person involved.

### **9.3 Retention during Layoff**

(a) It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

(1) employees with less than one (1) years' service shall retain their seniority for a period of one (1) year.

(2) employees laid off with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service. Maximum seniority retention is twenty-four (24) months.

- (b) A laid-off employee's seniority retention under 1 and 2 above is reinstated upon the completion of one (1) day's work.
- (c) It shall be the Employer's responsibility to maintain an address file of their employees, and it shall be the employee's responsibility to notify their Employer and Union in writing of any change of address and other contact information.

#### **9.4 Job Posting**

All vacancies shall be posted in all locations for a period of not less than three (3) working days except when otherwise agreed.

#### **9.5 Probationary Period**

(a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this **Article**, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty-five (45) working days, during which time they are to be considered probationary employees, and during this same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Employer's employ, provided however, that the probationary period of forty-five (45) working days shall only be cumulative within the six (6) calendar months following the date of entering employment. All current employees shall retain accumulated seniority from date of hire.

- (b) (1) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
- (2) It is further agreed that in the application of (1) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Employer and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one (1) shift in the twenty-four (24) hour period.

### **ARTICLE 10 - DISCHARGE, DISCIPLINE AND PERSONNEL RECORDS**

#### **(a) Principle of Innocence**

The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

#### **(b) Union Representation**

An employee who is called to a meeting by Management where discipline is reasonably foreseeable, will be advised of the purpose of the meeting and will have the right to request the presence of a union representative.

#### **(c) Disciplinary Action**

The Employer may take disciplinary action against an employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The employee and the Union will then be promptly notified in writing of the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an employee will not be used against them at any time after eighteen (18) months following such suspension or disciplinary action, letters of reprimand or adverse report.

(d) **Access to Personnel File**

An employee will have the right to have access to review their personnel file. The employee is entitled to receive a copy of the file, if requested.

A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee and the Union.

## ARTICLE 11 - LEAVES OF ABSENCE

### 11.1 Illness or Injury

(a) The company will grant leave of absence to employees suffering injury or illness for the terms of this Agreement, subject to a medical certificate if requested by the Employer. At the earlier of the successful completion of the probationary period or forty-five (45) consecutive days of employment with the Employer, an employee, for personal illness or injury, is entitled in each calendar year to paid leave for up to fourteen (14) paid sick days. Sick leave days are to be earned at a rate of one (1.00) day per month to a maximum of fourteen (14) days which can be rolled over year to year.

At no time shall an employee have more than fourteen (14) days accumulated. Sick days will not be paid out upon retirement or termination of employment. [all current employees at date of ratification will start with a full fourteen (14) day sick bank].

### 11.2 Written Permission

Any employee desiring leave of absence must obtain permission, in writing, from the Employer for such leave, except in cases of illness and injury covered above.

### 11.3 Bereavement Leave

(a) When death occurs to a regular full-time employee's child, parent or spouse, the employee will be granted an appropriate leave for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of five (5) days. This includes Stepchildren and Stepparents.

(b) When death occurs to a regular full-time employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughters-in-law, grandparents, grandparents-in-law, and grandchildren, employees shall be compensated at their regular, straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.

(c) Compensable hours under the terms of this **Clause** will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

### 11.4 Family Illness

The Employer shall allow up to two (2) days off without pay per calendar year for the purpose of attending to an immediate family member, including same-sex partner. Upon request, additional unpaid time may be approved.

### 11.5 Pregnancy/Parental Leave/Adoption

In case of pregnancy or parental leave, time off shall be granted in accordance with the *Employment Standards Act*. Such leaves of absence will not have an effect on sick leave, holiday entitlement, or seniority.

A reasonable period of extended Pregnancy/Parental Leave, without pay, will be granted where there is a valid reason, and that medical certification may be required.

When an employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

### 11.6 Public Office

(a) The Employer will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Employer is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

(b) Employees elected or appointed to Federal, Provincial, Municipal, Regional office shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Employer reasonable notice for absences from work to conducting such business.

(c) The employee who obtains this leave of absence shall return to his Employer within thirty (30) calendar days after completion of public office.

### 11.7 Educational Leave

The Employer may grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

(a) That the Employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.

(b) That the employee shall disclose the grounds for application.

(c) That the Employer shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for educational training purposes where a suitable replacement is not available.

(d) That the Employer shall be required to consult with the Union Committee in respect of any application for leave under this **Clause**.

An application for leave of absence under this **Clause** will not be unreasonable withheld by the Employer.

### 11.8 Jury Duty

(a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would have normally worked will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their

regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service, and jury or witness duty pay received.

(b) Hours paid for under the provisions of this **Clause** will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

### 11.9 Union Business

(a) The Employer will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Employer within thirty (30) days after completion of their term of employment with the Union. The leave of absence will be with pay and benefits and without loss of seniority.

(1) The Employer will pay all wages and benefits for the employee for the time on Union business and the Union shall reimburse the Employer for wages, statutory holidays and vacation earned.

(b) The Employer will grant leave of absence to employees who are appointed or elected as representatives to attend to Union business in order that they may carry out their duties on behalf of the Union. The leave of absence will be with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

(c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a) twenty (20) calendar days, and in case of (b), five (5) calendar days.

## ARTICLE 12 - BENEFITS

### *Insurance Coverage*

(a) **Extended Health Plan:** The Employer shall pay full premium costs covering full-time employees, the particulars of specific coverage are as per the plan.

(b) **Dental Plan:** The Employer shall pay full premium costs covering full-time employees, the particulars of specific coverage are as per the plan.

(c) **Group Life Insurance & AD&D:** The Employer shall pay full premium costs covering full-time employees.

(d) **Weekly Indemnity:** Weekly indemnity benefit rate will be equal to the Employment Insurance (EI) weekly rate plus one hundred and fifty (\$150) dollars.

(e) **Short-Term Disability:** The Employer shall continue to pay full premium costs for dental, extended health, LTD, STD, AD&D and life insurance coverage for all full-time employees, during the time an employee is in receipt of short-term disability income.

- (f) **Long-Term Disability:** The Employer shall continue to pay full premium costs for dental, extended health, LTD, STD, AD&D and life insurance coverage for all full-time employees, during the time an employee is in receipt of long-term disability income.
- (g) If the benefit provider changes, the employer will ensure that the coverages in place will be the same or better than what is currently covered in the Pacific Blue Cross plan #8945, class 61.
- (h) The Employer will pay temporary and casual employees 11% of their regular earnings in lieu of benefits, stat holidays and vacation pay.
- (i) Commencement of Benefits: A full-time employee will receive benefit coverage as follows:
- (1) Extended Health Plan – first of the month following completion of probationary period.
  - (2) Dental Plan – first of the month following completion of probationary period.
  - (3) Short-Term Disability - first of the month following completion of probationary period.
  - (4) Long-Term Disability – first of the month following completion of probationary period.
  - (5) Group Life Insurance and AD&D - first of the month following completion of probationary period.
- (j) Layoff Coverage for Benefits: The Employer shall continue to pay full premiums for Extended Health Plan, Dental Plan, Group Life Insurance and AD&D, Short-Term Disability and Long-Term Disability upon layoff of an employee for four (4) months.
- (k) Termination or Resignation Coverage for Benefits: Upon termination or resignation of an employee, all benefits will cease immediately.
- (l) Pension Plan: The Employer shall participate in the IWA-Forest Industry Pension Plan on behalf of the employee and shall remit contributions to the Plan at the same Employer Contribution.
- (m) Rate and Member Contribution Rate in effect for bargaining unit staff under the applicable collective agreement and amended from time to time. The Employer shall be and remain a participant in the Plan in accordance with its terms.

### **ARTICLE 13 - SEVERANCE PAY**

- (a) Employees whose services are terminated because of automation, changes in procedure, mergers, suspension of business, or required relocation shall receive severance pay. The amount of severance pay shall be five (5) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Employer and shall be payable within ten (10) days of termination.
- (b) In a case where an office is closed and the employee(s) involved are not required to relocate their place of residence and are not terminated by the Employer as a result of the office closure, they shall not be entitled to severance pay. (Meaning not willing to commute to the office with available work.)

## ARTICLE 14 - ADJUSTMENT OF GRIEVANCES

### 14.1 Procedure

The Employer and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

(a) **Step One**

The individual employee involved, with or without a union steward, shall first take up the matter with the Employer's representative directly in charge of the work within fourteen (14) days after the date on which they are notified verbally or in writing, or on which they ought to have been aware of the action or circumstances giving rise to the grievance.

(b) **Step Two**

If a satisfactory settlement is not reached at Step One, the Union Committee shall take up the grievance with either the Employer's representative or designate of the Employer. A statement in writing of the alleged grievance by the grievor, together with a statement in writing by the Employer's representative, shall be exchanged by the Parties concerned.

Where the Union advances a grievance as a group or et al grievance, such grievance will begin at Step Two.

(c) **Step Three**

If the grievance is not satisfactorily solved at Step Two, it shall be referred to the Union and the Employer. A policy grievance filed or declared by a member of the Committee, the Union or by the Employer, shall commence at Step Three of the grievance procedure.

(d) **Step Four**

If a satisfactory settlement is not reached at Step Three, it shall be dealt with by arbitration as set forth in Arbitration (see **Article 15**).

### 14.2 Time Limit

If a grievance has not advanced to the next stage under Steps Two, Three, and Four within fourteen (14) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Union Committee, the Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## ARTICLE 15 - ARBITRATION

### 15.1 Grievances

(a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in the grievance procedure, the matter shall be determined by arbitration as follows: Either Party may notify the other Party and the Arbitrator in writing, by email, of the question or questions to be arbitrated.

(b) After receiving such notice and statement, the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (c) No one shall serve as an arbitrator who:
  - (1) Either directly or indirectly has any interest in the subject of the arbitration;
  - (2) Has participated in the grievance procedure preceding the arbitration;
  - (3) Is, or has been, within a period of eight (8) months, preceding the initiation of the arbitration proceedings, employed by the Union or the Employer;
- (d) The decision of the arbitrator shall be final and binding.
- (e) The Arbitrator shall be chosen by agreement between the Parties. Each Party shall be given the opportunity to separately present the names of two Arbitrators. Each Party shall agree or disagree to the other Parties selection within five (5) days of receipt, excluding weekends. Should there be no agreement on the selection of an arbitrator, the Union, within two (2) weeks of the final rejection, shall contact the B.C. Labour Relations Board (BCLRB) requesting that an arbitrator be appointed.
- (f) The cost of the arbitrator shall be divided equally between the two Parties.

## **15.2 Strikes and Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

## **ARTICLE 16 - DURATION**

- (a) The Employer agrees to a three (3) year term. Starting January 1, 2025.
- (b) This Agreement shall be effective from and after the 1st day of January 1, 2025, to midnight the 31<sup>st</sup> day of December 2027 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 31<sup>st</sup> day of December 2027. If notice is given to commence collective bargaining, this Agreement continues in full force and effect until a new Agreement is reached or one of the parties takes legal lockout or legal strike action.
- (c) Contracting Out: The Employer and The Union agreed that there will be no contracting out which results in layoffs of employees or failure to recall employees.

## **ARTICLE 17 - GENERAL**

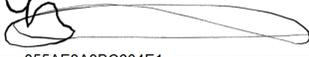
- (a) All employees shall be granted use of their Union Label or "bug", approved by the employer.
- (b) The Employer will pay premium costs to provide an Employee Family Assistance Program in the area for the employees.
- (c) Parking will be provided for employees.
- (d) Employees required to use their personal vehicle for business on behalf of their Employer, shall be paid the current mileage rate applicable within the local compensation for the use of the individual's

vehicle. Employees will also be entitled to the out-of-town Employer per diem rate while out of town on Employer required functions such as LADM, or training required by the employer. Travel costs, including necessary hotel stays, will be compensated as well.

(e) The Employer agrees to provide education and training where they see fit. Employees will have the option to book vacation time, work, or take unpaid leave during the Christmas office shutdowns.

**SIGNED ON BEHALF OF  
BCUWU:**

**SIGNED ON BEHALF OF  
USW1-1937:**

Signed by:  
  
855AE3A3BC004E1...  
Brett Harper, President  
Lead Negotiator

Signed by:  
*Brian Butler, President - USW1-1937*  
49F8B700758B422...  
Brian Butler, President

Signed by:  
  
8D4C940BB096488...  
Laura Mauke  
Bargaining Committee

Signed by:  
*Jason Cox, 1st Vice President - USW1-1937*  
E4F55B23C8C5481...  
Jason Cox, 1<sup>st</sup> Vice President

Signed by:  
  
10E7F5BEC94B4AC...  
Jodie Morgan  
Bargaining Committee

Signed by:  
*Nolan Paquette, 2nd Vice President - USW1-1937*  
4D3FA1FCFDBA451...  
Nolan Paquette, 2<sup>nd</sup> Vice President

Dated 1/29/2026

**APPENDIX 1 – WAGES**

(a) All current employees at date of ratification will see their current wage rate increased by three percent (3%) at the date of ratification (no retro) and two percent (2%) increase January 1, 2026, and a two percent (2%) increase on January 1, 2027, plus a two thousand (\$2000) dollar, one-time of signing bonus upon ratification.

(b) Wage Scale (new employees) as of December 31, 2024:

Bookkeeper	\$40.00
Administrative Assistant	\$35.00
Temporary/Casual	\$30.00 plus 11% in lieu of statutory holiday pay, vacation pay and benefits

(c) Wage Increases (new employees): The Parties agree to the following wage increases for all classification and rates:

- Effective January 1, 2025 – 3%
- Effective January 1, 2026 – 3%
- Effective January 1, 2027 – 3%

**LETTER OF UNDERSTANDING 1**  
**Vacation Entitlements**

All existing employees at the time of ratification are grand parented into the existing vacation entitlements and conditions as follows:

- (a) All employees shall be entitled to vacations in accordance with the following schedule:
- (1) during the 1st year of employment, after six (6) months, an employee shall be entitled to five (5) days of vacation, which, if taken will be deducted from their entitlement of fifteen (15) days upon completion of one (1) full year.
  - (2) Upon completion of five (5) years of employment, an employee shall be entitled to twenty (20) days of vacation.
  - (3) Upon each year of completed employment in excess of five (5) years, an employee shall receive one (1) extra day of vacation to a maximum of thirty (35) days.

(4) The following list summarizes the number of days entitlement as well as percentage entitlement upon the completion of the years listed:

1 to 4 years	8.5% - 15 days
5 years	10.5% - 20 days
6 years	10.5% - 21 days
7 years	10.5% - 22 days
8 years	12.5% - 23 days
9 years	12.5% - 24 days
10 years	12.5% - 25 days
11 years	12.5% - 26 days
12 years	12.5% - 27 days
13 years	14.5% - 28 days
14 years	14.5% - 29 days
15 years	14.5% - 30 days
16 years	14.5% - 31 days
17 years	14.5% - 32 days
18 years	14.5% - 33 days
19 years	14.5% - 34 days
20+ years	14.5% - 35 days

(5) Senior Employees shall be given preference in the selection of vacation periods.

(6) Vacation pay shall be paid out on the first pay period following the anniversary date of each individual employee. A calculation of applicable percentage times gross wages earned throughout the anniversary period shall be determined. As well, as long as a minimum of 300 hours have been worked during the anniversary period, a calculation of entitlement at the regular rate for that employee shall also be determined. The employee shall be paid the greater of the two calculations, only if the minimum requirement of 300 hours has been fulfilled. This stipulation applies to regular full-time and regular part-time employees. The regular part-time employees' comparison will be based on their regular number of hours worked each day.

(7) When gross wages are determined for vacation pay calculation purposes, prior vacation pay received back to and including the previous anniversary date of the employee shall be included in the result. In other words, employees will be paid vacation pay on vacation pay.

(8) After one (1) continuous year of employment, when gross wages are determined for vacation pay calculation purposes, the following shall be considered as days actually worked for employees and added to gross wages as such:

(i) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to their employment.

(ii) Absence due to illness, whether compensated by the Employer, Short-Term Disability Plan or Long-Term Disability Plan up to a period of one (1) year, provided the employee returns to their employment. The Employer shall have the right to require a letter from the employee's Doctor.

(9) Any other absence approved by the Employer, in writing, shall be credited towards entitlement for annual vacation, but that time shall not be included in calculation of holiday pay.

(10) All earned vacation must be taken each year.

### **LETTER OF UNDERSTANDING 2**

#### **Laura Mauke**

Should the Port Alberni office close, Laura Mauke can undertake one of the following options:

- (a) Accept severance pay at eight (8) days per year of service. A decision will have to be made within two (2) weeks of an announced closure, or
- (b) Transfer to another USW 1-1937 office.

If the option is taken for severance, the option for benefits is not available.

### **LETTER OF UNDERSTANDING 3**

#### **Benefits**

#### *Continued Extended Health Benefits:*

Anyone who is currently employed and has been actively working for six (6) months prior to ratification will be entitled to two (2) years extended health benefits as per article 10 (a), if they retire on or before June 15th, 2026.

#### *Benefits Top Up:*

The employer agrees to top up any costs occurred during the change in benefits to that of the 2024 WFP agreement with proof of receipts up to October 28, 2025. This is to correct any cost occurred by employees during this time.