

# 2012 Negotiations Tentative Agreement



The following is an overview of the Tentative Agreement that was reached.

## 2012 - Tentative Agreement Details

Article	Description
01-LU-#1	<b>(New)</b> Added B Terminal Wharf into definition of what encompasses Kitimat Works and work done that is customary done by bargaining members will be done by bargaining members at B Terminal
1.03(b)	Upon request a member shall have the right to a union rep
1.03(b)(i)	The company will make every reasonable effort, when requested by a member being given a disciplinary slip, to have a shop steward present.
1.03(b)(iv)	<b>(New)</b> After discipline has been issued either party upon request, will receive notes and other written information relating to the investigation of the incident leading to the discipline
03-LU-#1	Human Rights Policy - Re-wrote to reflect Union involvement with investigations
03-LU-#1	<b>(New)</b> Provide annual training for 2 Union Committee members
03-LU-#2(1)(b)	Woman's Committee Union reps will act as Women's Advocates
03-LU-#2(2)(d)	Joint Recommendation - Recognizes the Dec 6th White Ribbon Campaign
04.04(h)	Posting of Union Executive and Union Committees list in e-room semi-annually
04-LU-#2	Vehicle passes and vehicle business insurance for President, Vice-President, Business Agent, Full-Time Safety rep, and Grievance Committee chair-person
04-LU-#6	Recognizes President and Business Agent rate if a trades person in the position (i.e.: 7% above live filed rate) for the purpose of calculating pensions Add Union Full Time Safety Rep with President and Business Agent
04-LU-#7(6)	<b>(New)</b> in 04-LU-#7 New to this area of the CLA but already in place in most committee letters on day shift positions, 7% to compensate for lost "premiums and/or CSO's"
04-LU-#8	Company covering Presidents wages already in place. Wording takes into consideration if a tradesperson is in this position, current wording didn't cover that situation. (i.e.: 7% above live filed rate)
04-LU-#9	Increased from \$12,000 to \$15,000. (Offset expenses, i.e.: less members, raising costs to maintain same level of representation to membership. Hasn't increased since 1996 and escalating work load to secretarial staff.
04-LU-#10	Harder and harder for our committee to get negotiated training which has been achieved over the years. The Company is finding more reasons to deny, Annual training - missed opportunities. Membership gets benefit of having trained committees in the service. (wording make it harder for Company to refuse)
04-LU-#13	Ensures our Union Reps have access to meeting rooms if we need to meet with member(s) in the plant site.
6.03(c)	<b>(New)</b> After 3000 hours in a Temp Staff position, employee has to return to the bargaining unit for one year
Article 7 - Grievance procedure changes	30 day or more suspensions go directly to 2nd stage, change from 1 to 2 arbitrators, extra arbitration block per year, time limits for 2nd stage answer and to advance to arbitration changed from working days to calendar days
9.01(d)(ii)	Reduced qualifier for a transfer to be considered a re-assignment, from 20 years to 15 years or more seniority.
9.02(b)(iv)&(v)	<b>(New)</b> Company has to make every effort to move an employee to their new job within 3 months of acceptance, if not the Company has to inform Union of the action plan to move the employee

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9.06(a)(iii)	<b>(New)</b> Company to supply the Union with a list of members name, phone number and current address.
9.06(e)	<b>(New)</b> Company to supply the Union with a monthly list identifying Article 18 violations with a breakdown of exactly where the violation occurred.
9.09(d)	No loss of seniority in the case of a suspension of 45 days or less.
10.02	Change wording in article from department to seniority group
10.04(ii)	<b>(New)</b> Recognizes time spent in temporary assignment if at higher rate, for pension calculation if in last 5 years before retirement.
11-LU-#2, #4, #7	Form sub-committee to review 11-LU-#2; 11-LU-#4, 11-LU-#7 resigned
11-LU-#6(i)	Learner structure changed to be based on learner steps and tests
12-03	Increase bereavement from 4 days to 5 days if death involves spouse, or child
12.04	Increase time allotted from 4 hours to 8 hours to attend a formal hearing to become a Canadian Citizen.
12-LU-#2	Re-signed sabbatical letter
13.08(d)	<b>(New)</b> Employees temporarily assigned medically placed in a day worker job or to a Union dayshift position for longer then 3 months will be allowed to take two weeks of their annual vacation off one day at a time
13-LU-#1	<b>(New)</b> 1st round of vacation scheduling must be done by Dec 1st.
14.02	Added new Stat Holiday "Family Day" to the list of stats.
14-LU-#1	This letter currently recognizes the new stat holiday by the Federal Government. Demand expands it to cover new Provincial Government recognized Holidays.
15.01	Afternoon - 5 cents per year of new CLA Nights - 5 cents per year of the new CLA 12 hour Nights - 5 cents per year of the new CLA
16.01	provide for increase of Weekend Premium 5cents per year of the new CLA
17.06	Company must provide Union clear rational for any proposed shift change
17-LU-#1	Update letter to reflect the departments that are presently on this shift
17-LU-#2	Add Kemano CSO language to letter
17-LU-#4	Update letter to reflect departments that work this shift
17-LU-#5	Update letter to reflect departments that work this shift
17-LU-#8	Include 12-hour shift reference
17-LU-#8(2)	Update Learner Progression wage rates
17-LU-#10	Updated to reflect crews presently on dayshift #09 and #38
18.04	Pay current live file rate for call-in temp assignment
18-LU-#2	Resigned Letter (Overtime Vacancies)
18-LU-#3(1)	<u>Eligibility to Work Overtime</u> 1st - normally perform 2nd - If can't find coverage then will offer OT, if still needed to employee with skills and lowest amount of OT
18-LU#3(7)	removed word KOTES from the language
20.02	As a KOHS&E subcommittee review and recommend changes to Article 20.02 of the CLA by Dec 31, 2013
20.02(e)	Changed language to "for Co-Chairs" instead of Chairperson or secretary
20.03(a)	Org OHS&E reps to be involved in Category 3 contractor permit to work review prior to contractors starting work in areas where coactivity may occur
20.03(b)	Change Area to "ORG" under supervision of "Manager"

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Article	Description
20.06(c)	Change "Division" to Department
21.04(b)(ii)	Former Clothing Committee work to be done through existing PPE committee
20-LU-#3(1)(a)	Recognizes if a member who already in trades becomes the Union Full Time Safety Rep, it reflects a proper rate and pension calculation.
21.02(b)(i),(ii)&(iii)	<p>(i) <u>Standard Clothing</u>            Added - Winter Melton - 1 pair 3 years            Wool or Nomex pants and shirts - exchange            Undershirt increase from 3 to 4 per year            Long Johns increase from 2 to 3 per year            Wool Socks increase from 4 to 5 per year            Winter Boots - 1 Pair every 3 years if required            Shower Sandals - 1 pair per year</p> <p>(ii) <u>Hot Metal/PAH Exposed</u>            Add - Winter Melton 1 per 3 years            Undershirt increase from 3 to 4 per year            Long Johns increase from 2 to 3 per year            Bras - 3 per year (females only)            Winter Boots 1 per 3 years (where required)            Shower Sandals - 1 per year</p> <p>(iii) <u>Special Crews</u>            Add - Winter Melton - 1 per 3 years            Undershirts increase from 3 to 4 per year            Long Johns increase from 2 to 3 per year            Winter Boots 1 pair per 3 years (where required)            Shower Sandals - 1 pair per year</p>
22-LU-#1	Preamble - Wording to protect the confidentiality of our medically placed members medical information.
22-LU-#1(2)(e)(i),(ii)&(iii)	This wording clearly lays out the order which the Company has to follow when placing one of our members with restrictions based on the duty to accommodate regulations.
22-LU-#1(2)(k)	(New) This demand replaces another provision which will guarantee specializes training for our Medical Placement Committee. (NIDMAR) (National Institute Disability and Research)
22-LU-#1(2)(l)	Learner structure changed to be based on learner steps and tests
22-LU-#1(5)(i)	(New) Lists accommodated worker obligations to provide information
22-LU-#1(5)(ii)	Wording to reflect medical placements wages if temporarily assigned as per 10.04 (i.e.: higher rate)
22-LU-#1(5)(iii)	(New) This is some clear language talking about the medically accommodated responsibilities as per trying jobs, medical information up to date.
22-LU-#2(1)(a)&(b)	Change the words "continuous service" to "seniority"
22-LU-#2(2)(a)	Pensionable earning based on pre-disability multiplier if employee has 30 years seniority or more
24.04(b)	Severance pay to be based as per UD-APP VIII
24-LU-#1	Re-signed Job Security letter

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Article	Description
24-LU-#2 3(b)	If permanently placed in a job with lower wage rate, their original higher rate will be grandfathered, if have more then 20 years seniority then pension will also be grandfathered, gangleaders with 20 or more years of seniority whose job has been eliminated will have wages and pension grandfathered
24-LU-#2(3)(b)(i)&(ii)	Change "red circling" to "Grandfathering"
24-LU-#2(4)(b)	Tradesmen deemed to be surplussed will be eligible to apply for available apprenticeships
24-LU-#2(6)(f)	regular full employees that have been placed into a job or are surplussed are eligible to write apprenticeships
24-LU-#4	Resigned Letter
24-LU#1	<b>(New)</b> Company to contact Union 30 days prior to contracting out any work listed in Appendix B U-24-LU#5 to give time for Union to respond with a proposal to demonstrate that keeping work in bargaining unit is a better alternative
24-LU-5	<b>(New)</b> - language that defines which hourly jobs are protected from contracted out , and which can be contracted out at a cap of 10% of production hours worked previous year until final year of CLA where it increases to 15%. No job loss, or layoff due to contracting
25.01	Demand to increase Kemano premium 5 cents and hour per year of CLA.
25.02	Premium for Kildala, West Tahtsu, Kenney Dam, Skins Lake Spillway increase 5 cents an hour per year of the CLA
25.03	Premium for Kitimat employees working in Kemano (overnight) increases 10 cents an hour per year of the CLA
25.09	<b>(New)</b> This provision recognizes accommodation for our Kemano members is a condition of employment and sets minimum standards plus recognizes privacy.
25-LU#2	<b>(New)</b> Kemano Camp Committee to be formed with two Kemano shift and Union exec representation to discuss Kemano issues inside and outside of work. hours with Company Committee members. To meet on a quarterly basis.
25-LU#4	<b>(New)</b> Language added to make available work in Kitimat for Kemano workers until transportation is available if worker is in Kitimat for bereavement leave, medical appointments, or weather prevents transportation from travelling
25-LU-#5(15)	<b>(New)</b> Kemano Emergency Response Boat operation will be recognized as CAW 2301 work.
25-LU-#9	Present incumbents in the job classification Mate, Command Endorsement will be grandfathered to Trades and pension purposes. They will remain in Kemano, until they elect to leave.
26-LU-#5	Re-sign letter with last sentence deleted; Add reference to 26-LU-#5 and page number to CLA index
26-LU-#9	<b>(New)</b> Recreational subsidy of a maximum \$200 for a recognized physical activity or fitness club subsidy for a member and their family
Article 27	length of contract 5 years
APP I	wage increases 3% in 2012, 2.5% in 2013, 2.5% in 2014, 2.5% in 2015 and 3% in 2016, starting on July 24 each year
APP I - Gangleaders(d)&(e)	gangleaders that work a temporary position for over 1400 hours in each of 2 years will be live filed gangleader and their time backdated for pension calculations
APP I-LU-#2	Service bonus plan - Resigned

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Article	Description
APP I-LU-#2(1)(b)	Demand is generic to cover all hour of approved leave in CLA as qualifying hours toward the 1750 annual hour required to receive service bonus
APP II - Apprentices Rates(a)	Increase the base rate from "JC17" to "JC24"
APP II - Trades Group One	Adjust trades rate to .30 cents per year of the CLA
APP II-LU-#2(1)(b)	Welding positions requiring a pressure ticket will be offered by trades seniority
APP II-LU-#3(5)	(New) - Kemano Waste Water Operator if holds required certification to be paid trades rate
APP III(3)(e)	employee ceases to be employed by Company at time of retirement
APP IV(a)	Change to recognize the \$10.00 initiation fee on Check-Off Form for payroll deduction
APP IV(b)	Trades deduction to be taken at first pay period - instead of after probationary period
APP VI(4)(a)(v)	Company provided local pre apprenticeship upgrading in fall each year, to be completed by end of spring, and apprenticeship testing to be then offered
APP VI(4)(a)(vi)	Provisions for 2 apprenticeship postings to full time, 3rd posting to include Temporary Employees.
APP VI(12)(j)(i)	Trades School - One night hotel increase from \$90.00 per day to \$135.00 per day Travel increase from .36 cents a kilometre to .38 Cents per kilometre
APP VI-LU-#3(3)	Increase from \$200,000 level to \$225,000 level Top up by March 31 each year
APP VI-LU-#4	This provision allows for 6 apprenticeships each year
APP VI-LU-#5	Resigned Letter
APP VII(13)(b)	Recall to claim a job by company seniority and through job posting procedure
APP VIII	(NEW) Severance - 2 weeks per year of service up to 52 weeks max.
28-LU-#1(1)(a)	MSP premiums increased to cover current cost of premiums
28-LU-#1(2)(e)	Survivor benefit increased to thirty six (36) months
28-LU-#1(3)(a)(i)	improve language to clear show what is covered if retiree chooses either the life insurance or the cash equivalent option
28-LU-#1(4)(i)	Vision care; Reflects same as regular member up to age 70 (Article 35.01(b))
28-LU-#1(4)(ii)	Vision care: routine eye exams (1 every two years) until 65 if member retires before 65
28-LU-#1(5)(a)&(b)	Dental - Plan A increased to \$375 per person per year by end of CLA, Plan B increased to \$1300 by end of CLA
28-LU-#1(6)	Increased to 36 months survivor benefits
28-LU-#1(8)	Ampre Subsidies increased by \$6 per person, \$12 per couple immediately, and if premiums rise over 6% a further \$2.5 single, \$5 couple increase Increase AMPRE subsidies offset premium increases.

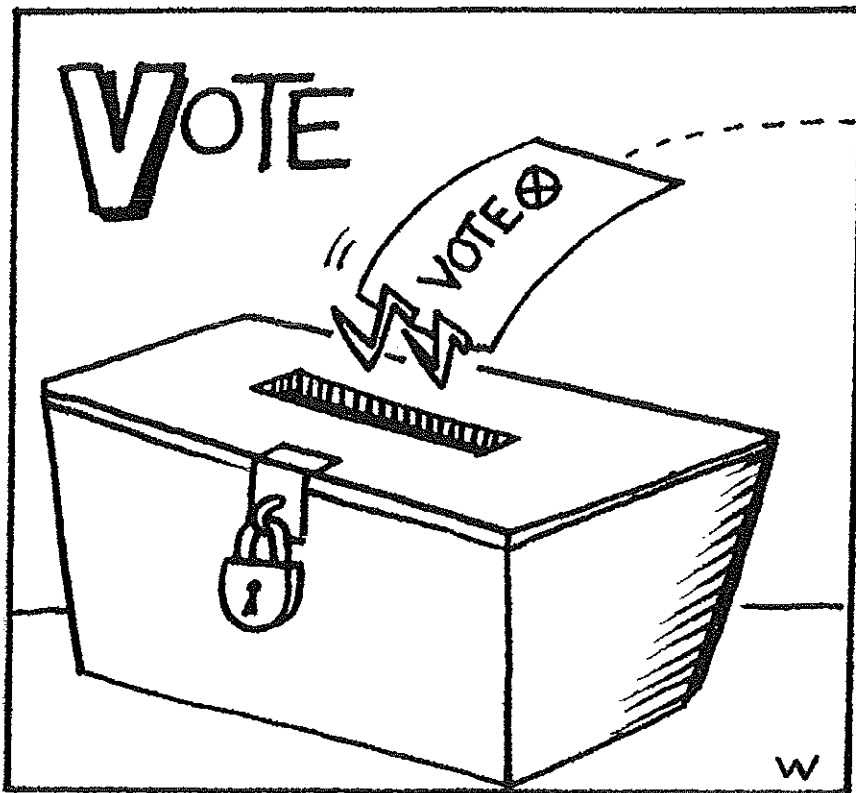
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Article	Description
32.04(b)	Eligible Dependents - Delete 25 years old cut off for children with mental or physical
32.06(b)(i)(a)	Chiropractic services - increase from \$550 to \$600, effective Jan 2014
32.06(b)(i)(d)	Custom made foot orthotics - increase from \$600 every 48 months to every 36 months for adults, effective Jan 2013
32.06(b)(ii)(a)	To include Erectile Dysfunction (ED) drugs to list of reimbursable expenses if prescribed by a specialist
32.06(b)(ii)(b)	Hearing aids - increase to \$1400 per ear, effective Jan 2013
32.06(b)(iii)(a)	Physiotherapists & Massage -each benefit increased by \$50
32.06(b)(iii)(c)	Clinical Psychologists - increase from \$800 to \$900
32.07(e)(vi)	Special items - Direct Pay - NEW - add Hearing Aids for pre-approval
32.14(c)	Death - Increased from 24 months to 36months Reflect up to employees 70th birthday
33.01(d)	Increase from \$0.36 per km to \$0.38 per km
33.01(e)(ii)&(iii)	Adjust coverage for long term hospice accommodations, include Prince George if facilities available
33.01(g)(iv)	(New) - Alcohol & Drug Rehab Costs- Company pays value of 35 days up front if required for employee or dependants; If rehab centre exceeds 35 day value, company will cover up front providing employee pays it back through payroll deduction
33-LU-#2	<p>Retirees</p> <ul style="list-style-type: none"> <li>- Increase coverage for accommodations in the "high" season to \$135/day and in the "low" season to \$100/day</li> <li>- Add provision for \$35/day per diem per person, for up to 20 days for stays in the Vancouver Lodge, Heather House, Easter Seal House, Shaughnessy Village where meals are not included</li> <li>- Recognize car allowance for travel to:               <ul style="list-style-type: none"> <li>- Prince George - \$250.00</li> <li>- Vancouver - \$600 (increased from \$400)</li> </ul> </li> <li>- Increase ground travel expenses from \$65.00 to \$100.00</li> </ul>
34.02(c)(i)	Dental Plan C - cap increased to \$3750
35.01(b)	Increase from \$400 to \$450, effective Jan 2014
37.04(b)	If miss over 40 hours, 8 hours reimbursed
37.09(h)	Coverage until the time of retirement
37-LU-#1	Increased to 60% of gross pay while waiting for WCB claim
40-LU-#1(1)	Provision to adjust multiplier each year CLA - taking into consideration wage increases. Sort out pension group make up
40-LU-#1(10)	If not eligible for OAS until after 65 due to new legislation, value of the bridge will be divided by number of months from retirement date to eligible to collect OAS to determine monthly bridge benefit

2012 - Tentative Agreement Details

Article	Description
Other	\$2500 signing bonus for all regular full time, temporary and LTD employees, excluding summer students
	Company to offer all current temps and the terminated temporary welders full time employment

# RATIFICATION VOTE



**Thursday, July 26 @ 7:00 p.m.**

**Friday, July 27 @ 7:00 a.m.**

Mount Elizabeth Secondary School