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ARTICLE IV - UNION SECURITY

Section 1:

The Company will co-operate with the Union in obtaining and retaining as members, the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors, the Policy herein expressed.

Guidelines:

ARTICLE IV - UNION SECURITY

Section 1:

The language in this section outlines the responsibilities of the Company to advise new employees (bargaining unit) of their obligation to become Union members. It is advisable to do this in the orientation process for new employees, while providing at the same time copies of the current collective agreement, pension plan and LTD booklets, Company policies and other relevant information.



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Section 2:

All employees shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 2:

This section outlines that new employees who are not already members of the Union are required to join the Union immediately at the time of hiring and must subsequently maintain membership in the Union. This requirement includes all hourly employees in the bargaining unit, including casuals.

A copy of a historical letter (updated February 7, 2000) to CONIFER from IWA – Local 1-424, reproduced under Article IV, Section 7 guidelines, elaborates on this matter. See page 10 of 12 of this Tab.

The language above was a change negotiated in the 2009 to 2013 collective agreement that alters the “timing” upon which a new employee commences membership in the union. The former language obligated employees to become members of the Union after 30 days. Upon receiving this proposal from the USW in negotiations to renew the 2009 to 2013 Collective Agreement, the CONIFER negotiating committee sought a legal opinion regarding the implications of an agreement with the proposed change. We were advised, from a legal perspective, the change was inconsequential to the employment relationship and other features of the collective agreement; this change clearly only impacts ‘timing’ of the commencement of membership in the union and the earlier submission of dues.



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Section 3:

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 throughout the term of this agreement.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 3:

This repeats some of the language in section 2. Employees are required to maintain membership in the Union throughout the term of the Collective Agreement as a condition of continued employment. New employees who are already members of the Union will maintain their membership effective the date of entering employment.



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Section 4:

- a) Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said Employee's refusal to maintain their membership.
- b) It is agreed that the application of this Section means that when an employee fails to maintain their membership in good standing by refusing to pay dues and assessments, and provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 4:

The Company is obligated to discharge an employee after seven (7) days upon receipt of a written request from the Union to discharge an employee for refusal to pay Union dues. This section was once a subject of legal proceeding, the outcome of which reinforces that the Company should not discharge an employee under this section without written confirmation from the Union that the employee has had access to all appeal procedures contained in the Union's constitution. Any request to discharge an employee under this section should be reviewed with staff at CONIFER prior to responding.

An employee may, by order of the Labour Relations Board, be exempt from the requirement to maintain membership in the Union based on religious beliefs. However, when this exemption is granted, the employee is still required to pay the equivalent of dues to a charitable organization.

Companies are advised that if an employee approaches the employer with a desire to be exempt from Union membership on any grounds, that the employee be referred to the Labour Relations Board to pursue their request.



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Section 5:

- a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-laws of Local 1-2017 which the Local Unions certified as being correct.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 5:

It should be noted that the only circumstance that the Company is obligated to discharge an employee is for a refusal to pay dues and assessments (Section 4 above).

Under sub-section 5 b), an employee is not subject to discharge if the Union refuses to accept their membership application, or if they are expelled for reasons other than refusal to pay dues.



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Section 6:

The Company shall require all new Employees, at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. All check-off forms to be forwarded to the Local Union within fifteen days (15) of hiring.



**UNITED STEELWORKERS
CHECK-OFF**



DATE _____ YEAR _____

NAME OF
EMPLOYER _____

PLEASE PRINT

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ POSTAL CODE _____

SOCIAL
INSURANCE NO. _____ Are you a member of the United Steelworkers? _____

In what operation were you last employed? _____ Local Union _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month
commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Keep Original, Forward YELLOW copy to Local Union



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Guidelines:

ARTICLE IV - UNION SECURITY

Section 6:

All new employees, including casuals, are required to complete and sign the check-off forms at the time of hire. This provides authorization to the Company to deduct Union dues from the employee. All completed forms must be forwarded to the local union within 15 days.

Check off forms are supplied by the local Union.



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Section 7:

This Assignment, in the case of Employees already members of the Union shall be effective immediately and for those Employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein, no later than the 15th day of the month following the month in which the deduction was made from the employee, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 7:

For employees who were not previously union members, the commencement date is thirty (30) calendar days after the date of employment. For employees who are already members of the Union, the check off date is effective immediately. *(This CA content and corresponding guidelines are inconsistent with Section 2, which was amended in the 2009 to 2013 CA. The Union did not propose a corresponding amendment to this section at that time. Any questions to clarify the process of sign-up and initial dues remittance can be directed to the Local Union.)*

A historical letter (attached – next page) updated in February 2000, from IWA Local 1-424 to CONIFER, clarifies the procedures regarding completion of check off forms and dues remittance.

Periodically, companies will inadvertently neglect to remit Union dues for an employee which may result in a claim by the Union for the amount the employee is in arrears. By failing to make the required dues remittances, the employer is in breach of the collective agreement and the Union has suffered damages because of that breach. Accordingly, the employer is liable for those damages. The employer's liability is not to pay union dues on behalf of employees, but to compensate the union for the losses it caused by a breach of the collective agreement. If the



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employer is able to retroactively deduct the dues from the employee(s) then the union has suffered no damages. (*See Case Reference #1*)

While the current USW check-off form meets the *Employment Standards Act* requirement that a deduction for dues be achieved through an assignment of wages, the check-off form does not provide the employer with the authority to make restorative deductions unless the employer gets the employees' specific authorization to do so. To receive this authorization, the employer should approach the employee and ask them to complete a one-off check-off form authorizing the deduction of back dues over a period of time. If this is not successful, the employer may seek recovery of the funds through court action.

A legal opinion is available on this topic. Contact Staff at CONIFER if you require a copy.

Case Reference:

- 1) **WHONNOCK FOREST PRODUCTS LIMITED (BAY FOREST PRODUCTS DIVISION) AND IWA LOCAL 1-217 (ARBITRATOR CLIVE MCKEE, FEBRUARY 5, 1980)**
[Click here to read this case reference](#)

CONCLUSION: In this case, the Company had neglected to have new employees execute a check off form. The oversight was corrected, and back dues were deducted and paid to the Union. The Union claimed that the Company should be responsible for the payment. The Union claim was dismissed by the arbitrator. This case is a good illustration of the problems that can arise due to failure to follow the sign-up and dues remittance process. *Of note, due to amendments to the Employment Standards Act since 1980, employers no longer have the authority to make retroactive deductions for unpaid dues unless the Company receives the employees' specific authorization to do so.*

I.W.A. CANADA, LOCAL 1-424
Affiliated with CLC

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Recording Secretary

February 7, 2000

Mr. D. A. Gunderson
Executive Director
Council on Northern Interior
Employment Relations
902 - 299 Victoria Street
PRINCE GEORGE, B. C.
V2L 5B8

Dear Sir:

In regard to new employees signing the Union Check-off Form and deduction and remittance of union dues to the Local Union, under our Collective Agreement all new employees, immaterial as to whether they are hired as regular, casual or part time employees, should, at the time of hiring, sign a Union Check-off Slip in duplicate. The signed Check-Off slips must be forwarded to the Local Union within fifteen (15) days of hiring.

When Union Check-Offs are received in the Union Office, our staff will prepare a billing indicating the amounts to be deducted from each individual and when the first deduction should be made. Each month thereafter regular union dues must be deducted from each employee working for the Company and remitted to the Local Union no later than the fifteenth (15th) day of the month following the month in which the deduction was made.

The I.W.A. Canada Constitution makes provision for exoneration from the payment of dues for individuals who have not worked in excess of a given number of days in a month; specifically, five shifts in a calendar month. The Local Union will make refunds to qualified members upon request. In any case, the Company should not make refunds or attempt to interpret the Union Constitution in regard to payment of dues or exoneration from payment of dues. This can only be decided on the basis of information communicated to the Local Union by the employee.

Yours Truly,

I.W.A. CANADA, LOCAL 1-424



Frank Everitt
Financial Secretary





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Section 8:

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs

Guidelines:

ARTICLE IV – UNION SECURITY

Section 8:

The check-off form provides the avenue to fulfill this obligation.



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Section 9: New Hire Orientation

The Company will provide a Plant Committee member the opportunity to meet with new hires, without disruption to operations.

Guidelines:

ARTICLE IV – UNION SECURITY

Section 9:

This section obligates the Company to provide the opportunity for a Plant Committee member to meet with new hires, and it is important to emphasize that it is “without disruption to operations”. In keeping with the individual operation’s indoctrination procedures, a period of time for a Plant Committee member to meet with new hires to cover USW structure, processes, and general information should be orchestrated.