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**APPENDIX "A"****Wage Rates and Job Classifications**

<b>Classifications</b>	<b>April 1/13</b>	<b>April 1/14</b>	<b>April 1/15</b>	<b>April 1/16</b>
	2%	2%	2%	2%
Janitor/Maintenance	\$16.03	\$16.36	\$16.68	\$17.02
Janitor/Maintenance Class 1	\$19.87	\$20.27	\$20.67	\$21.09

- (a) Newly hired full-time employees get the full rate of the job classification. Casual(s) and part-time employees shall be paid at ninety percent (90%) of the classification rate for the first three hundred and sixty (360) hours of their employment, or six (6) calendar months, whichever comes first.
- (b) Where the Maintenance Supervisor is absent for a day, then the Janitorial Maintenance Class 1 employee shall be assigned to act as Lead Hand. In which cases, a premium of one dollar (\$1.00) per hour shall be paid to the employee so designated.

**ARTICLE 20            TERM OF AGREEMENT**

This Agreement shall come into effect April 1, 2013 until and including March 31, 2017 and thereafter from year to year unless notice to commence a lawful strike is served by the Union or notice to commence a lawful lockout is served by the Employer.

Signed on behalf of  
G.C. Waneta Plaza Ltd.

Signed on behalf of  
USW Local 9705

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Signed \_\_\_\_\_, 2013

### **18.05 Military Leave**

An Employee who requests a leave of absence under this article will be considered for such leave on a without pay basis. Such leaves will not be unreasonably withheld.

### **18.06 Family Responsibility Leave**

In case of the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family, the employee is entitled to up to five (5) days of unpaid leave during each employment year. An employee will give notice of a request for a family leave day.

## **ARTICLE 19 MISCELLANEOUS**

### **19.01 Section 50(2) and 50(3) of the Labour Code**

The operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

### **19.02 Bulletin Boards**

A bulletin board will be made available to the Union for the purposes of posting material related to union activity and union business matters.

### **19.03 Voting on the Premises**

The Employer will make every reasonable effort to provide an opportunity for Employees to vote on referendums related to union activities. The Union agrees to provide the Employer with reasonable advance notice of such activity. The Employer will designate the location to be used for such purpose.

### **19.04 Lockers**

The Employer will provide each Employee a personal locker or personal storage unit in which they can store their personal belongings. The Employee will be able to place their own lock on the locker or storage unit. The employer will not be held responsible for any lost or stolen items from employees' locker or storage unit.

**17.03** The benefits provided are set out in the Employer Benefit Plan document booklet (i.e., MSA BC LIFE). A copy of this plan booklet will be provided to all Employees eligible to receive benefits under the plan.

**17.04** Any future enhancements which may be made to the current plan will be provided to those Employees qualifying for benefits under the plan.

## **ARTICLE 18 LEAVE OF ABSENCE**

### **18.01 General Leave of Absence**

The Employer will consider all requests for leaves of absence from Employees and, at its discretion, may grant a leave of absence without pay, in accordance with the appropriate legislative requirements. Such requests must be made in writing at the earliest opportunity, but in no case less than fourteen (14) calendar days prior to commencement of the requested leave. Leaves will not be unreasonably withheld.

Employees are expected to return to work immediately upon the expiration of their leave of absence. Any Employee who does not return from a leave of absence without a valid and reasonable excuse will be deemed to have terminated their employment with the Employer.

### **18.02 Bereavement Leave**

When a death occurs in an Employee's immediate family (i.e. spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandfather, grandmother, son-in-law, daughter-in-law), and upon request by the Employee, the Employee will be provided a leave of absence without loss of pay for up to three (3) days to attend the funeral service. Pay will be determined on the basis of the hours the Employee would have normally been scheduled to work during the period of absence.

### **18.03 Jury Duty**

Employee's who serve on a jury shall be granted a leave of absence for this purpose and provided the Employee concerned deposits with the Employer any pay received for serving on a jury, the Employee will continue to receive full wages for such a period of time. In order to be eligible under this provision an Employee must have attained seniority under the terms of this collective agreement.

### **18.04 Compassionate Leave**

A leave of absence for compassionate reasons, (i.e. a serious illness in the immediate family as defined above, where no other care giver is available), shall be granted by the Employer without pay for up to a period not to exceed thirty (30) days.

## **ARTICLE 16                      ANNUAL VACATIONS**

**16.01** New Employees must be employed for a minimum of six (6) months to receive vacation time off with pay.

**16.02** An Employee shall earn his annual vacation entitlement in accordance with completed years of service calculated from the date of hire.

**16.03** If more than one (1) Employee requests vacation time in the same period, then seniority shall apply.

**16.04** Vacation requests shall be by mutual agreement, such agreement shall not be unreasonably withheld.

**16.05** Vacation time (or portion) shall only be carried to the next calendar year by mutual agreement.

**16.06** Vacation entitlement and vacation pay shall be as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Vacation Pay*</u>
Less than 1 year	2 weeks	4%
1 year - less than 3	2 weeks	4%
3 years - less than 7	3 weeks	6%
More than 7 years	4 weeks	8%

\*Vacation pay shall be based on regular pay and overtime pay, including paid sick leave, vacation time and any other leaves paid directly by the Employer.

## **ARTICLE 17                      EMPLOYEE BENEFIT PLANS**

**17.01** Benefit coverage will be provided to all employees who have attained full-time and part-time status and are scheduled to work more than thirty-two (32) or more hours per week. Those part-time employees not scheduled thirty-two (32) hours must average thirty-two (32) hours per week over the preceding six (6) month period, calculated from their anniversary date of hiring.

**17.02** Basic Sick Leave shall provide one (1) day per month in each calendar year for full time and part time employees. Sick credits may be accumulated to a maximum of forty five (45) credits.

A letter from their doctor will be required for the employer where an employee is absent from work for more than three consecutive days due to illness. If a letter from the employee's doctor is required, the employer will reimburse the employee for any cost incurred to receive this letter.

unsuitable weather conditions,

or

(b) two (2) hours pay at the regular rate, in any other case unless the Employee is unfit to work or fails to comply with the regulations set out pursuant to Work Safe BC.

## **ARTICLE 15            STATUTORY HOLIDAYS**

### **15.01 Statutory Holidays**

The following shall be considered statutory holidays under the terms of this agreement:

New Years Day	BC Day
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Victory Day	Remembrance Day
Canada Day	Christmas Day

Two (2) floating Statutory Holidays per calendar year will be provided to full time employees working forty (40) hours per week. One (1) floating holiday per calendar year will be provided to full-time employees working between thirty-two (32) hours per week and less than forty (40) hours per week. The floating holidays shall be taken at a mutually agreeable time and can be carried over to the next calendar year through mutual consent.

### **15.02 Observance of Statutory Holidays**

An Employee whose regular day off falls on a statutory holiday, shall be granted the work day immediately following the Statutory Holiday, off, with pay.

If work is to be performed on the Statutory Holiday at premium rates, then such work shall be offered in order of seniority to Employees who would normally work that day.

### **15.03 Eligibility for Statutory Holiday Payment**

To be eligible for a Statutory Holiday an Employee must have been employed thirty (30) calendar days or more and if the Employee has a regular schedule of hours and has worked at least fifteen (15) of the previous thirty (30) calendar days prior to the holiday, he is entitled to a regular day's pay for the holiday. If an Employee has worked fifteen (15) of the thirty (30) days prior to the holiday and has irregular hours, then he is entitled to an average day's pay. To calculate the average day's pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by the number of days worked. If the Employee has worked less than fifteen (15) of the thirty (30) days prior to the holiday, the Employee shall receive pro-rated Statutory Holiday pay which is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).

Overtime Calculation - Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall be paid at time and one-half (1 1/2x) the regular rate.

The Employer shall pay time and one-half (1 1/2x) for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Double time (2x) will be paid for work in excess of eleven (11) hours per day and forty eight (48) hours per week.

#### **14.05 Banking Overtime**

Employees will be permitted to bank overtime up to a maximum of forty (40) hours in any calendar year. Employees will be responsible for informing the Employer at the end of the overtime worked if they wish to have the overtime banked otherwise the overtime will be paid out. Overtime banked will not be carried over from one year to the next.

#### **14.06 Posting of Schedules**

Regular work schedules shall be posted two (2) weeks in advance. If the Employer changes the schedule for full-time employees with less than one (1) week's notice where the Employee has their hours reduced, the Employee will still receive pay for those reduced hours as if they had worked them. It is understood that a schedule is not a guarantee of hours.

#### **14.07 Maximizing Hours**

It is understood that, notwithstanding Article 14.06, if an Employee is to be away for a known continuous period of one (1) week or more, the Employee's schedule, or any individual shifts in that schedule, shall be offered to other Employees in order of seniority provided that no overtime results from the voluntary change.

#### **14.08 Lunch and Rest Periods**

Employees will be provided with a thirty (30) minute paid lunch period between the 4th and the 5th hour of the shift. An Employee will be provided with two (2) fifteen (15) minute paid rest periods. A rest period will be scheduled to be taken within the first four (4) hours of each scheduled shift and the second rest period will be scheduled to be taken within the second four (4) hours of the scheduled shift. Lunch breaks and rest periods will be set out in the posted schedule. There will be no coffee breaks in shifts of four (4) hours or less in duration.

#### **14.09 Minimum Daily Pay**

Notwithstanding that this agreement does not provide for a guarantee of work for any Employee, an Employee will receive a minimum of:

- (a) four (4) hours pay at his regular rate if the Employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including



## **ARTICLE 14            HOURS OF WORK AND OVERTIME**

### **14.01 Definition**

For the purposes of this article a work week is defined as a calendar week commencing at 12:01 am Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the work day commenced. A work day is defined as the twenty-four (24) hour period commencing at the start of an Employee's first scheduled shift on a calendar day. As of the signing of this agreement, a shift is defined as a period of no less than four (4) continuous hours worked.

"Split shifts for casual and/or regular part-time Employees may only be introduced for bona fide operational reasons and provided that the split shift is completed within twelve (12) hours from the start of the shift. In the event that Employees do not wish to work the new shift, the junior Employee shall be required to do so."

The regular hours of work shall be up to eight (8) hours per work day and up to forty (40) hours per work week.

### **14.02 Alternative Shift Schedules**

Alternative shift schedules that require Employees to work in excess of eight (8) hours in a work day or forty (40) hours in a work week, may be implemented upon mutual agreement between the Union and the Employer.

### **14.03 Consecutive Days Off**

For the term of this agreement, current full-time Employees shall be given two (2) consecutive days off. Other Employees, including any new full-time Employees shall be given two (2) consecutive days off, unless the Employer can demonstrate that there are compelling business reasons for a different schedule for new Employees. Any new schedule must be consistent with the Employment Standards Act.

### **14.04 Overtime**

Overtime rates will only be paid in those cases where an Employee is required by the Employer to work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Daily overtime and weekly overtime will be calculated separately.

## **ARTICLE 12            FILLING VACANCIES**

**12.01** A vacancy is a position which has become available on a permanent basis.

**12.02** Job vacancies shall be posted for five (5) calendar days. Applicants shall apply in writing and they shall include the date of the application.

**12.03** Selections to vacancies shall be made on the basis of the following:

- (i) seniority
- (ii) skill, knowledge and ability to perform the work

If factor (ii) is relatively equal then seniority shall be the determining factor.

**12.04** Employees in the bargaining unit shall receive preference over external applicants for vacancies. Internal applicants shall be awarded vacancies in the bargaining unit if they have sufficient ability to perform the vacancy, regardless of whether the external applicant(s) has greater skill, knowledge or qualifications.

**12.05** It is understood that Employees who are involuntarily reduced in hours shall be given preference in regaining hours to get back to normally scheduled hours. For example, if a full-time Employee is reduced to part-time status, then that Employee will receive first opportunity for any newly available hours (that do not conflict with the Employee's current hours) to regain full-time hours.

## **ARTICLE 13            RATES OF PAY**

Wage Scales - Wages for Employees covered by this collective agreement are as set out in Appendix "A".

New Classifications - The Employer reserves the right to establish new job classifications and to set the wage rate of the new classification should the Employer determine a new classification is warranted. The Union reserves the right to challenge the rate set by the Employer through the grievance procedure.

Change of Job Classification - Where the Employee is required by the Employer to work in more than one (1) job classification during any working day, such Employee shall be paid at the classification rate which is the higher of the two (2) positions provided that the Employee is required to work in the higher rated position for more than four (4) hours in any one day.

The Employer shall provide an Employee with as much notice of layoff as is reasonably possible. In no case will Employees be provided with less than seven (7) calendar days notice of such layoff.

**10.06** Employees will be laid off in reverse order of seniority, providing, the remaining Employees have the skill, knowledge, and ability to perform the work required.

**10.07 Bumping**

In the event of layoffs, an Employee with more seniority shall have the right to bump a junior Employee provided that the senior Employee has the ability and qualifications to perform the job.

It is agreed that all Employees in a category, have the ability and qualifications to perform the job.

Employees who intend to bump other Employees shall inform the Employer of such decision as soon as practicable.

**10.08 Recall**

(a) Employees being recalled to service will be recalled beginning with the most senior Employee active on the recall list.

(b) Employees will remain active on the seniority list and will retain rights to recall to service from layoffs as follows:

- (i) Employees with more than two(2) years of seniority - one (1) year
- (ii) Employees with less than two (2) years of seniority - six (6) months

(c) In recalling an Employee from the recall list, the Employer will notify the Employee of such recall by telephone or courier at the last known address of the Employee. The Employee must respond to the notice of recall within seven (7) calendar days. It is the responsibility of the Employee to ensure the Employer has a current listing of the Employees' telephone number and residence.

**ARTICLE 11            TECHNOLOGICAL CHANGE**

For the purposes of this agreement technological change shall mean the introduction of any equipment or material different in nature, type, or quantity from that previously used by the Employer or a change in the manner in which the Employer carries on its work, operations, undertaking or business related to the introduction of such equipment or material which has a direct result in the layoff of one (1) or more Employees.

In the event an Employee is laid off due to the introduction of a technological change as set out above, the Employee will be laid off in accordance with the lay-off provisions contained in this collective agreement.

- (b) time off which is the result of an injury or illness for which Work Safe BC Benefits are paid
- (c) time off up to one (1) calendar year resulting from a non-occupational illness or injury
- (d) any approved leave of absence not exceeding one (1) calendar year in duration
- (e) union leave not exceeding three (3) calendar years

#### Part Time Employees

Seniority for part time Employees will be calculated on a pro-rata basis in accordance with the proportion of full time hours worked.

#### Casual Employees

- (a) Subject to subsection (b) below, Casual Employees will not accrue any seniority until such time as they attain full-time or part-time regular employment status as set out in Article 3 of this agreement. For the purposes of seniority, a casual Employee obtaining regular employment status will have his seniority calculated from the most recent date of hire.
- (b) Assignment of Work

Casual and Part-time Employees with the longest service will be offered available work before casual and part-time employees with lesser service. Should the longer service Employee decline such work, then the work will be reassigned to the casual/part-time Employee next in line. All such work shall be offered to the most senior part-time employee(s) to the extent they are available.

#### **10.04 Loss of Seniority**

An Employee shall lose all seniority standing and will be deemed to have terminated employment where the Employee:

- (a) voluntarily terminates (resigns)
  - (b) is discharged by the Employer for just cause and is not reinstated
  - (c) is laid off, and if recalled, fails to return to work in accordance with that provision
  - (d) accepts a position outside the bargaining unit with the Employer
  - (e) fails to return to work from a leave of absence
  - (f) is absent from work for more than two (2) years as a result of a non-occupational illness or injury.
  - (g) is laid off for a period exceeding the time frames as set out in Article 10.08
- Recall

#### **10.05 Layoff and Recall**

Notice of Layoff

**9.02** The Employer and the Employee shall comply with all applicable provincial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

**9.03** Any matters respecting safety concerns or incidents must be immediately reported to the Employees immediate supervisor. Local management will, without delay, investigate the matter and advise the local representative of the union of the results of the investigation. The Employer will take corrective action should it be deemed necessary.

#### **9.04 Safety Equipment**

The Employer agrees to continue to supply safety equipment in accordance with existing practice.

### **ARTICLE 10 SENIORITY/PROBATION/LAYOFF AND RECALL**

#### **10.01 Definition of Seniority**

For the purpose of this agreement seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article.

#### **10.02 Probation Period**

Newly hired Employees will not accumulate seniority until the probationary period has been served. Once the probationary period has been served, the Employee will then be placed on the seniority list. Such a period of probation will be for a period of three (3) months in the case of full time permanent Employees. Three hundred and sixty hours (360) hours or six (6) calendar months, whichever comes first, will serve as the period of probation respecting part time permanent Employees. Upon completion of the probationary period, if successful, the Employee will have his seniority back- dated to the date of the commencement of the probationary period.

During the probationary period the Employer may terminate a probationary Employee if, in the judgment of the Employer, the probationary Employee is not suitable for continued employment. No Employee will be terminated during the probationary period as a result of involvement in union business.

#### **10.03 Calculation of Seniority**

Seniority shall be calculated and will accrue on the basis of time worked from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's service is broken. For the purposes of this collective agreement seniority will also accrue based on the following:

- (a) any time off which is paid for by the Employer

### **7.03 Arbitration Procedure**

In any case in which an arbitrator shall be required under this agreement, a single arbitrator shall be selected, in rotating order, beginning with the arbitrator who appears first on the list below or any other arbitrator as may be approved by the Parties:

#### Arbitrators

1. J. Korbin
2. D. McPhillips

### **7.04 Time Limits**

The parties agree to make every reasonable effort to submit or advance all grievances within the time limits set out in this article. Time limits may only be extended by mutual agreement. Notwithstanding the above, should either Party exhaust the time limits as set out in this article, the grievance will be deemed to have been abandoned and all rights of recourse to the grievance procedure shall be at an end.

### **7.05 Expenses of the Arbitrator**

The parties shall share equally in the expenses and fees of the Arbitrator.

## **ARTICLE 8 DISCIPLINE/DISCHARGE & DISCIPLINE WARNINGS**

**8.01** The Employer shall provide the Employee and the Union with a copy of any written warning issued to an Employee in the bargaining unit.

**8.02** Written warnings will be removed from an Employee file after eighteen (18) calendar months; the calculation of this time shall not include any leave from work for Long Term Disability, General Leave of Absence (18.01) or Military Leave (18.05) following the date the warning was issued, providing the Employee has been free of any disciplinary sanctions issued by the Employer during the eighteen (18) months period.

**8.03** Where a meeting is to be held between an Employee and the Employer which is likely to result in disciplinary action being taken against the Employee involved, the Union shall be advised in advance of such meeting and a Union Representative, other than the affected Employee, will be provided an opportunity to attend such a meeting.

**8.04** The Employer shall advise an Employee in writing of any disciplinary action to be taken and the reasons for such disciplinary action.

## **ARTICLE 9 SAFETY**

**9.01** It is the intent of the Parties to this collective agreement to conduct a safe operation.

Employer with a minimum of fourteen (14) days notice in advance of the leave being taken.

## **ARTICLE 6 NO WORK STOPPAGES**

The Employer and the Union agree that there will be no strikes or lockouts, work stoppages, or any act of a similar nature during the term of this Agreement.

No part of this Agreement shall be used by the Employer to require an Employee to cross lawful picket lines which prevents them from reporting to their regularly scheduled place of work.

## **ARTICLE 7 GRIEVANCE & ARBITRATION**

### **7.01 Definition**

A "grievance" means any difference between the persons bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitral, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown, stoppage, or interruption of work. This article shall be available to both the Union and the Employer.

### **7.02 Grievance Procedure**

STEP 1: The Employee(s) concerned in person, with or without a union representative in attendance, shall first seek to settle the dispute with his immediate supervisor.

STEP 2: Failing a satisfactory settlement pursuant to Step 1 above, and, provided that the dispute was submitted within fifteen (15) working days from the time the Employee(s) should reasonably have known of the occurrence of the act or decision giving rise to the dispute, the Union may submit the grievance in writing to the immediate Supervisor or his authorized representative.

STEP 3: Failing a satisfactory settlement from the Employer at Step 2, the Union may submit the grievance in writing to the Manager or his authorized representative within fifteen (15) days following receipt of the Employer's reply at Step 2.

If a satisfactory settlement is not reached at Step 3, the union may advance the grievance to arbitration provided written notice of such action to be taken is given to the Employer with ten (10) days following receipt of the Employer's reply at Step 3.

- (b) The Union agrees to indemnify and save harmless against any claim or liability arising out of the application of this article except for any claim arising out of an error committed by the Employer.
- (c) The dues so deducted, along with the names of the Employees from whom the dues have been deducted, shall be submitted to the Union within fifteen (15) days of the end of the month and will be forwarded to:

United Steelworkers  
Local 9705  
#2 - 910 Portland Street  
Trail, B.C.  
V1R 3X7

- (d) T-4 Slips -The Employer agrees to show on each Employee's T-4 slip the amount of union dues and development fund deductions.
- (e) Union Development Fund/Humanity Fund - The Employer will deduct from the Employees gross wages, at the end of each pay period, an amount equal to one quarter of one percent (.25%), and, an additional one-cent (\$.01) per every hour worked by each Employee, and, will forward such amount to the Union quarterly on a separate cheque.

### **5.03 Shop Steward**

The Union will advise the Employer in writing of the name of the Employee chosen to act as a union representative, and the Employer shall not be required to recognize the Employee chosen until so advised. Wherever possible activities shall take place outside of regular working hours. If it is necessary for the union representative to take time off during working hours to investigate or attempt to settle a grievance, or to otherwise meet with management, the Employee shall make satisfactory arrangements with his supervisor before leaving his place of work.

Shop Stewards shall not suffer a loss of pay for time spent in the performance of these duties during regular working hours.

### **5.04 Leave for Union Business**

The Employer agrees to grant leaves of absence without pay to Employees for the purpose of attending union business functions provided that, in the sole judgment of the Employer, operational efficiencies can be met within the limits of the existing available workforce. Such leaves will not be unreasonably withheld.

No deductions will be made from the pay of any such Employee for the duration of the unpaid leave. At the end of each month, the Employer will submit an invoice for payment to the Union for the actual lost time wages incurred, including the cost to the Employer to continue Employee benefit coverage, while the Employee was on such leave. The Union shall reimburse the Employer within fifteen (15) days of such invoicing. The Union shall make every reasonable effort to request such leaves by providing the



Casual Employees - Employees who are called in to perform work normally performed by the bargaining unit, on an as required basis for the purposes of performing short term work assignments (i.e.. vacation relief, short term illness, emergency relief, snow removal, etc.). Casual Employees will be recognized as having standing in the union and will attain seniority as set out in Article 10 Seniority.

**3.06** The supervision of the “play area” and seasonal student employee is work, which is considered to fall outside the exclusive jurisdiction of the Union. It is also recognized that the “bussing” of tables in the “Food Court” area is work which may be performed by persons who are assigned to supervise the “play area” provided such an assignment does not reduce the hours of work regularly assigned to any Employee in the bargaining unit.

## **ARTICLE 4                   MANAGEMENT RIGHTS**

**4.01** The Union recognizes the undisputed right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by the Employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. The Union further recognizes that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a clause of this agreement.

**4.02** Nothing contained in this agreement shall be deemed to obligate the Employer to continue to operate its facilities at Waneta Plaza Shopping Centre.

**4.03** The Employer shall always have the right to hire, to discipline, demote and discharge Employees for just and reasonable cause. The selection of supervisors shall be entirely a matter within the jurisdiction of the Employer.

## **ARTICLE 5                   UNION SECURITY AND CHECK-OFF**

### **5.01 Authorization for Union Dues**

All Employees in the employ of the Employer covered by this agreement and all new Employees covered by this agreement, shall as a condition of employment, be required to become and remain members of the Union and to pay monthly union dues.

### **5.02 Union Dues**

- (a) The Employer will deduct union dues from the Employee and remit such dues to the Union. The Union may from time to time make special assessments to the bargaining unit members. It is incumbent upon the Union to provide the Employer with as much advance notice of such assessments.

- (b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
- (c) An arbitrator in the determination of a complaint to harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirements of fairness to all parties.

### **ARTICLE 3 UNION RECOGNITION AND DEFINITIONS**

**3.01** The Employer recognizes the United Steelworkers Local 9705 as the sole and exclusive bargaining agent for all Employees included in the bargaining unit in accordance with the certification issued by the Labour Relations Board.

**3.02** For the purposes of this agreement, the terms "Employees" or "Employee" shall be understood to mean those employed by the Employer or successor as defined in the Labour Relations Code at Waneta Plaza Shopping Centre in Trail, B.C. for whom the Union is the recognized bargaining agent as set out in this clause.

**3.03** For the purpose of this agreement the term "person" shall mean anyone other than an Employee as set out above.

#### **3.04 Performance of Bargaining Unit Work**

A person shall not perform bargaining unit work which is presently and normally performed by members of the bargaining unit except:

- (a) In the case of emergency or in another situation beyond the control of the Employer.

The words "bargaining unit work which is presently and normally performed by members of the bargaining unit" includes only work performed by the bargaining unit Employees on a regular day-to-day basis, and specifically does not include any work or services for which contractors have been used by the Employer prior to November 26, 1997 and work normally performed by the Maintenance Supervisor, provided that no Employee shall suffer a reduction in the number of hours which the Employee normally works as a result of the performance of such work.

#### **3.05 Definitions**

Full Time Employees – Employees scheduled to work thirty-two (32) hours or more per week and have completed their probationary period.

Part Time Employees - Employees scheduled to work less than thirty-two (32) hours per week on a regular part-time basis and have completed their probationary period.

## **ARTICLE 1            PURPOSE OF AGREEMENT**

The purpose of this agreement is to set forth rates of pay, hours of work and terms and conditions of employment for those Employees who come within the scope of this agreement.

Further, the purpose of this agreement is to facilitate the orderly resolution of all disputes and grievances in accordance with the provisions set out in this agreement. All articles and clauses referred to in this agreement apply equally to both male and female Employees.

## **ARTICLE 2   HARASSMENT AND DISCRIMINATION**

### **2.01    Harassment and Discrimination**

The Employer and the Union agree that discrimination and/or harassment of any Employee because of colour, national origin, religion, age, marital status, sexual orientation, sex, race, creed, political affiliation and membership in the union, or disability is absolutely prohibited. Every Employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment.

### **2.02    Sexual Harassment**

All Employees have the right to work in an environment free from sexual harassment. For the purposes of this clause, sexual harassment is defined as follows:

- (a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- (b) Implied or expressed promises of reward for complying with a sexually oriented request, or
- (c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (d) Sexually oriented literature, remarks and behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.

### **2.03    Processing Complaints**

Employees may process complaints about harassment through the grievance procedure, subject to following changes:

- (a) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s);