

COLLECTIVE AGREEMENT

between

CAW LOCAL 2301

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA) LOCAL 3000**

2006 – 2009

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ARTICLE 1 - GENERAL PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the employer and its employees; to define clearly the hours of work, rates of pay and condition of employment, and to provide for a fair method of settling differences which may from time to time arise.

ARTICLE 2 - UNION RECOGNITION

- a) The employer recognizes Local 3000 as the sole and exclusive bargaining agent for its employees as defined in Article 3 hereof, for the purpose of determining all working conditions and conditions of employment.
- (b) No employee shall be granted or permitted to make any written or verbal agreement with the employer which may conflict with the terms of this agreement.

ARTICLE 3 -DEFINITION OF EMPLOYEE

- a) The term "employee" as used in and for the purpose of this agreement shall include all employees of the employer who are covered or may be covered by the certification issued by the Ministry of Labour of British Columbia. This agreement shall not apply to any officer or representative of the employer.
- b) A permanent employee is an employee who has completed the probationary period and who normally works the permanent work week as defined in Hours of Work.
- c) A Part-time employee is an employee who normally works twenty (20) hours or less per week. A part-time employee will not be eligible for the benefits of a permanent employee except where it is specifically mentioned in the CLA.
- d) A casual employee is one employed to work on an "if and when" required basis with no guarantee of hours. They shall be scheduled to provide relief for full-time employees and/or be extra support for special projects. This clause will be in effect upon mutual agreement between the employer and the union rep.
- e) Casual Employees shall not be eligible to attain permanent employee status in accordance with Article 3(b).
- f) Probation period shall consist of ninety (90) calendar days, during which time the employee will be evaluated on her work performance by the employer. All seniority accumulated during this period will be retroactive to the date of hire.

- g) Notwithstanding Article 3(f), a casual employee who is hired on as a permanent employee and has successfully completed their probationary period shall have all straight time hours worked as a casual employee credited to her company seniority based on the following formula:

$\frac{7}{5} \times \text{straight time hours worked} \div 7 = \text{calendar days with the exclusion of any time worked prior to any thirty (30) day period that the employee did not work.}$
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Under no circumstances will this credit of company seniority predate the original date of hire.

ARTICLE 4 - UNION SECURITY

- a) All bargaining unit employees shall become and remain union members as a condition of employment.
- b) The employer shall provide the union on request with a list of employees showing their names, telephone numbers and addresses and employment status ranked by seniority.

ARTICLE 5 - UNION ACTIVITY

- a) The elected representative of the union shall have the right to contact employees at work on matters representing grievances, providing the employer is notified and gives his consent. This consent shall not be unreasonably denied.
- b) The employer agrees to grant any employee a leave of absence without pay to attend union conventions or to perform other duties for the union, and such leave shall not be unreasonably denied, provided that the union notifies CAW Local 2301 two (2) weeks in advance.
- c) A representative of the union shall be allowed one-half hour with pay during regular hours to discuss with new employees the functions of the union.
- d) The employer agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques should be made payable to CAW Leadership Training Fund, CAW Family Education Leave, 205 Placer Court, Willowdale, ON M2H 3H9.

- e) The employer agrees that no employee shall be subject to discipline or dismissed for refusing to cross an established picket line or for refusal to handle goods from an employer where a strike or lockout is in effect.

ARTICLE 6 - UNION DUES CHECK-OFF

- a) Authorization:

All employees on date of hire will be required to sign an authorization for dues and assessment deductions. A copy of this authorization shall be sent to the union.

- b) Deduction of Dues:

The employer shall begin the deduction of monthly union dues and assessments on the first pay date following the completion of thirty calendar days of employment.

- c) Collection of Dues:

Before the fifteenth calendar day of each month the employer shall forward collected dues by cheque to the treasurer of the union, together with a list of the names of the employees and amounts deducted.

- d) Notification:

The union agrees that it will advise the employer of all present assessments and dues, and of any changes which may arise in connection with such dues and assessment.

- e) The union agrees to indemnify the employer and hold it harmless against any claims which may arise in consequence of the Employer complying with the provisions of this article.

ARTICLE 7 – STEWARDS

- a) The employer recognizes the shop steward(s) who has been authorized by the union to deal with grievances and shall not discriminate against such steward for carrying out the duties legitimate to that position.
- b) When the employer wishes to discuss unsatisfactory work habits with an employee, she, at her discretion, shall be accompanied by her steward or union representative.

- c) The shop steward shall process grievances during working hours without loss of pay.
- d) The union shall notify the employer, in writing, of the names of the steward(s).

ARTICLE 8 - RESERVATIONS TO MANAGEMENT

- a) The union recognizes the right of the employer to operate his business and to fire, promote, transfer and lay off employees and to suspend, discharge or otherwise discipline employees for just and reasonable cause, subject to the right of any employee to lodge a grievance as per Article 20. Such management rights shall be exercised in a fair and equitable manner consistent with the terms of this agreement.
- b) The union further acknowledges that the employer has the right to make, supplement, alter and enforce reasonable rules and regulations to be observed by employees provided that the rules and regulations are not inconsistent with the provisions of this agreement.

ARTICLE 9 - WORKING CONDITIONS

- a) The employer agrees to maintain good working and health conditions in the employees working areas, at all times.
- b) The employer agrees to have a monthly meeting with the permanent employees to discuss working and health conditions.
- c) Employees shall not be asked nor required to do any personal work for the representatives of the employer.
- d) Changes/renovations: Where the employer plans renovations or alterations to the work area of an employee, the employer agrees to take the employees into consideration and discuss such plans and changes prior to such alterations or renovations taking place.
- e) Technological updating: Where new or additional computer equipment, or programs are to be operated, the employer agrees to train employees for such equipment or programs and to give the employees sufficient notice that they would be required to undertake the training, and:
 - i) Allow employees the necessary time required to complete such course(s).
 - ii) To maintain an employee's wages and benefits during the period of training, to pay for all direct costs incurred for such training, i.e., tuition fees, books and any other necessary material required for training.

- iii) In the event that the employee is unable to meet a reasonable standard of proficiency after the initial training, they will be entitled to take the course(s) a second time.
 - iv) If the employee is still unable to reach a reasonable standard of proficiency, the employer may replace such employee by hiring a new employee who has the skills, competency and efficiency to perform these duties.
 - v) If an employee has to be replaced under the terms of Article 9(e) the employer will pay the replaced employee two (2) weeks wages at the basic hourly wage rate for each year of service.
- f. Employees have the right to refuse any unsafe work:
- i) employees will report the unsafe condition to the immediate office supervisor,
 - ii) if unresolved, the CAW Local 2301 H&S Rep will be required to determine the validity of the refusal and recommend solutions,
 - iii) if unresolved after this process, the Industrial Health & Safety Regulations will take effect.

ARTICLE 10- HOURS OF WORK

- a) Except for janitorial work the normal work week shall be thirty-five (35) hours per week, Monday to Friday, with an unpaid lunch break of one (1) hour. There will be two (2) coffee breaks of fifteen (15) minutes with pay, one to be taken in the morning, one to be taken in the afternoon. Coverage of the work day shall be between the hours 8:00 a.m. to 4:30 p.m. or as otherwise mutually agreed upon.
- b) It is the intent of the employer to discuss the possibility of a flexiwork schedule with the employee if the employee(s) so wish. A reasonable effort shall be made by the employer to accommodate the expressed wishes of the employee(s) as to a flexiwork schedule provided the efficiency of the office is not impaired.

ARTICLE 11 - OVERTIME

- a) Overtime Hours

Overtime is any time worked in excess of 7 hours per day, 35 hours per week or all time worked on a scheduled day of rest. All overtime shall be paid at a rate of time and one-half for the first two hours and thereafter at double time, from Monday through Saturday. All times shall be double time on Sunday.

b) CALL-INS:

An employee called back to work after completing a regular day's work or called into work on a regular day off, shall be paid straight time rates for a minimum of three (3) hours.

c) TIME OFF IN LIEU OF OVERTIME PAY:

Employees who work overtime may request time off in lieu of overtime pay. Such hours shall be banked at straight time, and the employee shall be paid .5 times hours worked. If such accumulated days have not been used within one year the employer has the option to pay these hours at straight time to the employee if they cannot be scheduled satisfactorily. The request for banked time off shall not be unreasonably denied.

d) Overtime shall be voluntary for all employees except in the event an emergency arises.

ARTICLE 12 - STATUTORY HOLIDAYS

a) All employees are entitled to the following paid Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

b) Should the Government of Canada proclaim any new statutory holiday, it shall be observed as a Statutory Holiday for the remaining term of the Collective Agreement in accordance with terms and conditions of Article 12.

c) When a statutory holiday falls on the scheduled day off, the employees shall be granted compensatory time off with pay or shall be paid at regular rates.

d) If a statutory holiday occurs during an employee's vacation, she shall be given an additional day-off with pay for each such statutory holiday, provided that this additional day or days is taken consecutively with the vacation as scheduled.

e) An additional three (3) floating holidays, with pay will be paid to the employees in addition to the above statutory holidays.

f) Floating holidays must be taken by an employee within the calendar year in which they are earned, or the employer will pay the employee for any untaken floating holiday(s).

- g) To be eligible for statutory holiday pay employees must have been employed for at least thirty (30) calendar days before the statutory holiday.
- (h) Statutory Holiday Pay Calculation
 - i) If the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked on the day off;
 - ii) for employees who do not have a regular schedule of hours and who have worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
 - iii) for employees who have worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

ARTICLE 13 - VACATIONS

- a) For the purpose of this Article, the calendar year shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- b) For the purposes of vacation pay entitlement, the total wages disbursed during the previous calendar year shall be used, excluding sick pay.
- c) A permanent employee who has less than one year of service will be entitled to one and one-quarter days off for each complete month of service in the previous calendar year. Vacation pay will be 4% of the employee's total earnings.
- d) A permanent employee who has completed one but less than five years of service at the end of the previous calendar year will be given a vacation totalling 3 weeks. Vacation pay will be 6.48% of the employee's total earnings.
- e) A permanent employee who has completed five or more years of service at the end of the previous calendar year will be given a vacation totalling four weeks. Vacation pay will be 8.64% of the employee's total earnings.
- f) All employees other than permanent employees will be entitled to 4% vacation pay of their total earnings.
- g) TERMINATION: Any employee terminating her employment shall receive her vacation pay at applicable rate for length of service.

- h) In case of conflict in scheduling vacations, they shall be scheduled on the basis of seniority.
- i) **SUPPLEMENTARY VACATION:**

A permanent employee will be entitled to one (1) supplementary week vacation every 5 years of continuous service. Vacation pay will be 4% of the employee's total earnings.
- j) For the purpose of determining eligibility for supplementary vacation, an employee's service shall be calculated from the day she becomes a permanent or part-time employee. (If the employee was originally hired as a casual employee, refer to Clause 3 (g) for the seniority calculation).
- k) Providing seven (7) calendar days notice is given, employees may receive on the last working day preceding the commencement of their vacation or approved leave, any pay cheques which would normally fall due during the period of their vacation.

ARTICLE 14 - SPECIAL LEAVE - FOR PERMANENT EMPLOYEES ONLY

- a) **BEREAVEMENT LEAVE:** in case of death in the immediate family of a permanent employee, the employer will grant four (4) days leave of absence with pay. Upon request by the employee, additional leave of absence without pay for compassionate reasons will not be unreasonably denied. For the purpose of this article, "family" is defined as parent, child, spouse (including same sex and common-law), brother, sister, in-laws, grandchild, grandparents, fiancé, ward or guardian.
- b) A Leave of Absence of three and one-half hours with pay will be granted to a permanent employee to attend formal hearings to become a Canadian Citizen.
- c) **COURT AND JURY DUTY:** A permanent employee, who is required to serve as a juror or subpoenaed witness in any Coroner's, Magistrate's County or Supreme Court in British Columbia will have her earnings maintained to the extent of difference between the amount she received for rendering such services, not including expenses.
- d) **PREGNANCY AND PARENTAL LEAVE:**
 - i) Maternity and parental/adoption leave will be granted upon request and in conformity with the time periods specified in the Employment Insurance Act of Canada.

- ii) The employer agrees to provide a pregnancy leave of up to eighteen (18) weeks for a pregnant employee. In addition, the employer agrees to provide a parental leave of up to thirty-seven (37) weeks for an employee who is a parent including an adoptive parent, following the birth of a child or the adoption of a child. In the case of the pregnant employee, the parental leave shall commence forthwith after the expiry of the pregnancy leave. During the above mentioned leaves, the employer shall continue to pay Health & Welfare benefits for the entire leave period.
 - iii) It is agreed that the union and bargaining unit employees shall not be disadvantaged in any way by any amendment to the Employment Standards Act and Regulations.
 - iv) An employee returning from leave shall be reinstated in her job at the salary, severance pay accrual, vacation and other length of service benefits she would have received had her employment with the employer been continuous.
 - v) Permanent employees are entitled to a combination of hours, half days, full-days, for the purpose of visiting her personal physician or dentist equal to the twenty-four (24) hours per year.
- f) An employee, regardless of her length of service, may submit an application for a leave of absence for personal/compassionate reasons without pay. Such application shall be in writing and shall not be unreasonably denied. The employer will give such application due consideration based on the merits of each individual case.
- g) In the case of serious illness of spouse and/or children, the employer shall grant a personal leave of absence without pay up to a maximum of six (6) months.

ARTICLE 15 - SICK LEAVE

No permanent or part-time employee shall be terminated or lose seniority due to illness or injury substantiated through updated medical reports from a physician, on the understanding that the employee will eventually be deemed fit to return to work.

ARTICLE 16 - HEALTH BENEFITS (See Attached Letter of Understanding #3)

- a) Effective the first of the month after completion of the probationary period, a permanent employee will be entitled to the Medical/Dental and Weekly Indemnity benefits that presently exist with Spencer Mohart. The employer will pay 100% of these premiums.

- i) The Employer is not required to make Health Benefit payments for an employee:
 - (a) after the last day of the month in which the employee was laid off;
 - (b) while the employee is on strike or lockout
 - ii) While receiving Weekly Indemnity, the employees shall not be entitled to receive Statutory Holiday pay.
- b) Effective the first of the month after completion of the probationary period the employer agrees to pay 100% of the cost of the premiums for the Medical Services Plan (M.S.P.) of British Columbia.
- c) **TERMINATION OF BENEFITS:** Payments of benefits cease automatically upon the earliest occurrence of one of the following events.
- i) The employee is no longer disabled in the opinion of the employee's personal physician
 - ii) The employee has been paid her full entitlements.
 - iii) The employee has been discharged for just cause.
 - iv) The employee is no longer available for employment.
 - v) The employee has found employment with another employer
 - vi) The employee has terminated her employment with the employer.

The following rights and limitations are notwithstanding the contract rights and limitations of the Spencer Mohart Weekly Indemnity Contract.

ARTICLE 17- PROMOTION, LAY-OFF AND RECALL

- a) The employer shall fill vacancies from within the bargaining unit first and then from the recall list before hiring new employees.
- b) When a lay-off occurs due to shortage of work, probationary employees shall be laid off first and thereafter any other employees shall be laid off in reverse order of seniority by displacing less senior employees.
- c) The employer shall notify permanent employees who are to be laid off thirty calendar days before the lay-offs are to be effective or shall pay such employees two weeks wages in lieu of notice.

- d) Any employee laid off shall be placed on the recall list for a period of eighteen (18) months.
- e) Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the employer. Recalled employees shall return to work in seven days after notice of recall is received.
- f) Recalled employees who return to their former position shall receive no less than their former salary plus any increases negotiated by the union during the period the employee has been laid off.
- g) If an employee returns from recall to a position other than her own (i.e. full time or part time) she shall receive the salary of the current position, but she shall not lose her rights to reclaim her former position when it becomes available.
- h) Employees shall make every reasonable effort to give the employer one month's notice of resignation. Upon resignation such employees shall be paid all monies owing her on the date of her resignation.
- i) In the event that CAW Local 2301 is involved in a legal strike or lockout, the union will waive thirty (30) days notice. If the labour dispute is less than two weeks, all employees shall be compensated for all the hours not worked because of the labour dispute.

The employer shall make every effort to keep employees informed of the progress of negotiations.

ARTICLE 18 - SENIORITY

Seniority shall be on the basis of an employee's continuous service with the employer calculated from date of hire as a permanent or part time employee.

ARTICLE 19 - DISCIPLINE OR DISCHARGE

- a) No employee shall be disciplined or discharged without just and reasonable cause.

Written Reasons for Suspension or Discharge

- (b) The Company shall set out its written reasons for any discipline including suspension or discharge of an employee.
- (c) The Company shall be limited to such reasons in any future proceedings under the grievance and arbitration provisions of this Agreement.

(d) When an employee is to receive discipline, whether it is a written warning, suspension or discharge, a shop steward shall be present or the discipline shall be deemed null and void.

(e) Employee Acknowledging Discipline

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

For the purpose of this Agreement, "Grievance" shall mean any difference or dispute arising between the parties of this Agreement concerning the interpretation, application, or alleged violation of this Collective Agreement, or between the employer and the union, including whether or not any issue is arbitrable. Any such questions or differences shall be settled conclusively in the following manner.

Step I An employee who has a grievance shall first go to the Manager/Plant Chairperson. The employee must be accompanied by her steward or representative of the union. The Manager/Plant Chairperson shall be given an opportunity to answer the complaint verbally. The parties involved shall be allowed forty-eight hours to solve the grievance.

Step II If the grievance is not satisfactorily settled in Step I above, the employee, with her steward and/or union representative shall submit two copies of the grievance in writing to the Manager/Plant Chairperson. Within seventy-two hours of receipt of the written grievance, the Manager/Plant Chairperson shall return one copy with his answer to the Steward.

Step III The employee, with her steward and/or union representative shall meet with the appropriate management, representative(s). The parties shall be allowed seven calendar days in which to solve the grievance. In the event that no settlement of the grievance is reached at this step either party may, within seven calendar days following step three above, signify in writing to the other party of failure to agree, and give notice of intention to invoke the arbitration procedure as set out under arbitration procedures.

a) If the union claims a grievance affecting more than one employee the grievance shall be submitted initially to Step II of the Grievance Procedure.

b) The employer agrees to pay for all time lost by an employee as a result of such employee being called to appear as a witness, or participate as a grievor or steward at any step in the Grievance Procedure and Arbitration.

c) The employer agrees that after a grievance has been initiated by the union, the employer's representatives will not enter into discussion or negotiation with

respect to the grievance, either directly or indirectly, with the aggrieved employee(s) without the consent of the steward or union representative.

Arbitration

- a) The employer and the union shall meet immediately upon the signing of this agreement to agree upon a list of impartial arbitrators. If the parties are unable to agree on a list within three weeks of the signing of this agreement they shall request the Minister of Labour to supply a list. In either case, it is the intent of both parties that at least fifty percent of those on the list shall be women.
- b) Each party to the arbitration shall pay for all of their own expenses and one-half of the expenses of the Arbitrator. The Arbitrator shall not make any award or decision that is contrary to the conditions or articles of this agreement, or in amendment to this agreement.
- c) All time periods specified in the article may, by agreement of both parties, be extended.
- d) Optional Grievance Investigation Procedure

- (i) Purpose and Scope

Recognizing that there are times and circumstances in which it may be necessary to seek, third party assistance in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties agree to provide for an optional grievance investigation procedure. This procedure is intended to complement the grievance and arbitration procedures otherwise provided for in this agreement. It is not intended to replace those procedures.

- (ii) As provided for in Section 112 of the Industrial Relations Act of British Columbia, where a difference arises between the parties concerning the interpretation, application or alleged violation of this Collective Agreement, the parties will appoint one person as an investigator to investigate the difference, define the issue in the difference and to make written recommendations to resolve the difference.
 - (iii) The Parties agree that within thirty (30) days of the signing of this Collective Agreement they will agree upon six (6) names who will be recognized as investigators or arbitrators subject to receiving their respective consents to their appointment.

The selection of a particular named individual shall be done on a rotation basis starting with the first name on the list.

(e) Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

ARTICLE 21- JOB CLASSIFICATION - DESCRIPTION

a) Administrative Assistant

The administrative assistant will work under the direction of the business agent, president or his delegate. The administrative assistant is responsible for and executes a large volume of duties independently. Those duties consist of, but are not limited to:

- Providing confidential secretarial support to the president, business agent and other committee members as assigned, as well as secretarial support to CAW Locals 2303 (x2) 2306(x1) and 2300,
- maintains custody of membership cards including updating in "Access" program,
- types correspondence including bulletins, Hotline articles, minutes, press releases, by-laws, WCB correspondence and general correspondence,
- receives, processes, distributes and follows up correspondence,
- answers general queries to members and public, communicates directly, verbally or in writing with the public, interest groups, Alcan and others regarding union activities,
- prepares material for union meetings, prepares agendas and distribution of material,
- responsible for typing, storage, custody and distribution of by-laws,
- maintains the master copy of CLA and sees to its updating and distribution of amendments,
- handles phone calls and assists the general public,
- completes other duties as assigned, must be able to work with speed and accuracy under pressure,
- must have good multitasking skills,
- must be an effective communicator with good grammar and,
- must type 45 wpm,
- processing of daily mail (post/courier/fax - including incoming and outgoing),
- maintain general filing system,
- ability to plan a work schedule, initiate projects and complete work with a minimum of direction & supervision,
- computer skills sufficient to obtain information from the union system and run stand alone word processing, data base and communications applications,
- assist the Accounting/Payroll Clerk as required,
- the administrative assistant operates all office equipment, is knowledgeable of computer programming and word processing.

b) Accounting/Payroll Clerk

The Accounting/Payroll Clerk will work under the direction of the business agent, president or his delegate. The Accounting/Payroll Clerk is responsible for and executes a large volume of duties independently. Those duties consist of, but are not limited to:

- payroll records including billback
- prepare cheques for signature
- audits for trustees and annual outside Audit
- prepares yearly T-4 slips for Income Tax
- surveillance of all seven (7) bank accounts
- make travel and accommodation arrangements
- operate and maintain computerized accounting system
- proficient in using Simply Accounting software
- set-up and maintain computerized budget
- monthly bank reconciliation of four bank accounts: general chequing, strike fund, reserve fund and legal fund
- analysis and preparation of a balance sheet, general ledger, various income statements (including budget), trial balance, treasurer's report and financial secretary's report
- preparation of accounts receivable and payable and maintain the accounts receivable account and invoicing
- prepare and submit time off requests
- responsible for storage, custody and distribution of all tenants' leases.
- administer prepaid medical travel forms, make the appropriate travel arrangements, submit all receipts to MSA for reimbursement, as well as all follow ups on the accounts receivable
- handling of large amounts of cash and bank deposits
- maintaining and balancing petty cash float
- administering hall rental and loan out policy
- independent judgment to various work related situations i.e. money transfers
- responsible for preparation and follow-up of billings
- maintain Dairy Queen and Westburne bank accounts and prepare and submit union per capita
- ordering of office supplies and subscriptions
- filing of various subscriptions, i.e. Labour Law, etc.
- handles phone calls and general messages, assists the Membership
- supervises part-time staff when the need arises
- to type 45 words per minute with five (5) errors or less
- processing of WCB forms as directed
- process routine medical claims including prepaid medical travel, when necessary,
- assist the Administrative Assistant as required.

c) Janitor

The Janitor is responsible for sweeping and washing floors, vacuuming as required, emptying garbage cans, washing mugs and cups, cleaning washrooms, dusting and generally maintaining sanitary conditions throughout the building.

d) Wages

The parties agree that effective August 24, 2006 the wage schedule of the Office support staff will be calculated at 75% of the Trades Group One (1) classified wage rate of the Collective Agreement between Alcan Smelters and Chemicals Ltd. and CAW Local 2301. All other classifications shall receive the same hourly wage increase as the office support staff.

Effective August 24, 2006

Administrative Assistant	\$25.19/hr. 75% of Trades Group 1
Accounting/Payroll Clerk	\$25.19/hr.
Casual Employee	\$23.19/hr.
Janitor	\$22.69/hr.

Effective August 23, 2007

Administrative Assistant	\$25.83/hr.
Accounting/Payroll Clerk	\$25.83/hr.
Casual Employee	\$23.83/hr.
Janitor	\$23.33/hr.

Effective August 23, 2008

Administrative Assistant	75% of Trades Group #1 - across
Accounting/Payroll Clerk	the board increase based on actual
Casual Employee	increase of the administrative asst.
Janitor	and the accounting/payroll clerk.

Probationary employees will be paid at the casual employee rate of pay.

If the employer wishes to institute a new job classification, the parties shall negotiate wage rates, conditions, etc., for such classification. Failure of the parties to agree shall cause the matter to be submitted to arbitration. The new rate of pay shall be retroactive to the date the job was filled.

Whenever there is a significant change in job content or working conditions the parties shall discuss the appropriateness of a rate revision. If agreement cannot

be reached the matter may be processed through the Grievance Procedure and Arbitration.

ARTICLE 22 - CONTRACTING OUT

The employer will not contract out work that results directly in the lay-off or a reduction in hours of any employee.

ARTICLE 23 - GENERAL

- a) Employees shall not be required to make a written or verbal agreement with the employer or its representative, which is contrary to the terms or intent of this agreement.
- b) Transportation - The employer agrees to provide transportation for any employee(s) required by the employer to travel to or from work after 7:00 p.m. or before 7:00 a.m.
- c) It shall not be a violation of this agreement or cause for discharge or discipline for any employee to refuse to cross the picket line encountered in the performance of her business.
- d) Wherever "she" is used it is understood to include the plural and "he".

ARTICLE 24 - NO DISCRIMINATION OR INTIMIDATION

- a) The employer agrees that there shall be no intimidation against any employee by reason of her legitimate activities as a member of the union, nor because of race, creed, colour, sex, marital status, nationality, religion, age, sexual orientation, whether or not they have children or because of their appearance.
- b) The employer and/or its representatives shall not harass employees or unduly interfere in the work performed by employees.
- c) Sexual Harassment

Right to an Environment Free from Sexual Harassment

The union and the employer recognize the right of all employees to work in an environment of mutual respect, free from sexual harassment and agree to so operate in resolving in a confidential manner, all complaints of sexual harassment which arise in the workplace.

Sexual Harassment Defined

Sexual harassment shall be defined as:

- i) unnecessary touching or patting,
- ii) suggestive remarks or other verbal abuse,
- iii) jokes, cartoons, pin-ups, nicknames or comments that have to do with sex or the body,
- iv) leering at a person's body,
- v) compromising invitations,
- vi) demands for sexual favours,
- vii) physical assault.

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising a legitimate complaint of sexual harassment. Unfounded allegations of sexual harassment may be cause for discipline action.

An employee alleging sexual harassment shall have the right to remove themselves from contact with the alleged harasser to report their concerns without incurring any loss in pay or benefits to be penalized.

Complaints of sexual harassment shall be treated seriously and with all possible confidentiality.

Complaint Process

a) Step I

In the first instance, attempts shall be made to resolve an alleged complaint through informal means. The complainant may attempt to resolve the matter by requesting a meeting with the alleged harasser. If the complainant and/or the alleged harasser are members of the union, they have the right to be accompanied by another member of the union at this step and each subsequent step of the complaint process. If such meeting is held, both parties shall attempt to reach an agreement for resolution.

b) Step II

In the event that:

- i) no resolution is reached at Step I or,
- ii) such resolution reached at Step I is subsequently breached by the alleged harasser or,

- iii) the complainant reasonably believes that no useful purpose would be served by such a meeting, the complainant may then initiate a grievance as per the grievance procedure.

Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment.

ARTICLE 25 - DURATION

This agreement shall be effective August 24, 2006 and will expire August 23, 2009.

The Agreement shall remain in full force and effect from year to year thereafter unless either party within four months immediately preceding the date of expiry gives the other party written notice of its desire to change, amend or terminate this Agreement. Should either party give written notice to the other party as above, this Agreement shall thereafter continue in full force and effect until the Union shall give strike notice and such strike be implemented or the parties shall conclude the renewal or revision of this or a new Collective Agreement.

SIGNED BY: FOR THE EMPLOYER

SIGNED BY: FOR THE UNION

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

Dated this 11th day of July, 2006.

LETTER OF UNDERSTANDING #1 - RE: RRSP/BONUS AGREEMENT

The purpose of this Letter of Understanding is to record the agreement between CAW Local 2301 and CAW Local 3000 to pay each year RRSP/Bonus monies.

The two full-time employees (at the time of this agreement) namely, Ada Ringham and Brenda Czaga and the one part-time employee, Celeste Pereira, are entitled to this RRSP/Bonus.

\$1800.00 per year - Permanent full-time employees
\$900.00 per year - Part-time Custodian

RRSP:

It would be the responsibility of each employee to set up their own RRSP with a financial institution. CAW Local 2301 would pay the appropriate amount directly to the financial institution. In addition to this, the said amount will show up as income on the employees' T-4 for the appropriate year.

BONUS:

Each employee can choose a cash bonus instead of the RRSP. If the employee takes this option, a cheque for the said amount minus the appropriate deductions will be issued at the designated dates.

Signed this 11th day of July, 2006.

Signed for the Employer (Local 2301):

Signed for the Union (Local 3000):

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

LETTER OF UNDERSTANDING #2

JANITORIAL WORK

The parties agree to the following provisions regarding janitorial work:

1. The janitor will be considered to be a part-time employee who works up to 20 hours a week.
2. Statutory Holidays per Article 12 shall be paid as per past practice (on a pro-rated basis).
3. Vacation entitlement shall be consistent with the Employment Standards Act provision.
4. The employee shall be entitled to the Parental Leave provisions of the Employment Standards Act.
5. The employer agrees to pay the MSP premiums for Celeste Pereira. Upon termination of Celeste Pereira, the Employer will no longer be required to pay the MSP premium for the janitor classification. This Letter of Understanding will terminate on the expiry date of this collective agreement.
6. Bereavement leave as per Article 14 (a) shall apply. The intent is if the janitor works three (3) hours per day, she would receive four (4) days x 3 hours per day = twelve (12) hours pay for bereavement leave.

Signed this 11th day of July, 2006 at Kitimat in the Province of British Columbia.

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

LETTER OF UNDERSTANDING #3

HEALTH AND WELFARE PLAN FOR CAW LOCOAL 2301 OFFICE STAFF

The Union and the Company have agreed to the attached Health & Welfare Plan for CAW Local 2301 office staff.

The following records the agreement and details of coverage agreed on between the company and the union regarding hourly paid employees' health and welfare plan

The attached plan becomes effective September 1 2000.

Signed this 11th day of July, 2006 at Kitimat in the Province of British Columbia.

SIGNED BY: FOR THE EMPLOYER

SIGNED BY: FOR THE UNION

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

LETTER OF UNDERSTANDING #4

RE: TANYA ALLEN

The Parties agree that during Ms. Allen's employment as a casual employee, she will be given first right of call-in for any casual or relief work that may arise. The current practice of paying Tanya the same rate of pay as Administrative Assistant and Accounting/Payroll shall continue except when Tanya is called in for a full day of answering phones and/or photocopying. Furthermore, it is agreed that as long as Tanya remains an employee of CAW Local 2301 she will receive reasonable and primary consideration if and when she applies for any permanent position which may become available within the bargaining unit.

Signed this 11th day of July, 2006 at Kitimat in the Province of British Columbia.

SIGNED BY: FOR THE EMPLOYER

SIGNED BY: FOR THE UNION

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

LETTER OF UNDERSTANDING #5 – MEDICAL TRAVEL BENEFITS

For employees who do not have similar coverage with another provider for Medical Travel Benefits, the CAW 2301 agrees to pay for:

- Up to three medical travel flights – by medical physician referral – per calendar year for the employee or dependants and attendant (when recommended by a physician or to accompany a minor).
- Up to but not exceeding an amount of \$2500.00 total in a calendar year.
- Combined air travel will not exceed \$2500.00.
- Agreement to use the most economical arrangement (i.e. seat sale, Saturday night stay, etc.) when possible.
- While on medical travel up to four nights in a hotel to a maximum of \$100.00 per night or up to a maximum of seven nights with the recommendation of a physician.
- Combined hotel expenses will not exceed \$1000.00 per year.

Signed this 11th day of July, 2006 at Kitimat in the Province of British Columbia.

SIGNED BY: FOR THE EMPLOYER

SIGNED BY: FOR THE UNION

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

LETTER OF UNDERSTANDING #6

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The employer commits to providing counselling services for employees who do not have coverage through another provider. This will apply to employees and their dependants. As far as possible, the arrangement will allow employees access to a number of confidential counselling sessions.

Signed this 11th day of July, 2006 at Kitimat in the Province of British Columbia.

SIGNED BY: FOR THE EMPLOYER

SIGNED BY: FOR THE UNION

Gord Lechner

Anne Davidson

Brent Morrison

Ada Ringham

John Bouzane

Brenda Czaga

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