

COLLECTIVE AGREEMENT

BETWEEN

**ALDERWOODS GROUP CANADA INC.
(VICTORY MEMORIAL PARK
CEMETERY AND CREMATORIUM)**

AND

TEAMSTERS LOCAL UNION No. 213

August 1, 2006 - July 31, 2009

**DON McGILL
Secretary-Treasurer**

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THIS AGREEMENT is entered into this day of , 2006.

BETWEEN: **ALDERWOODS GROUP CANADA INC.**
(VICTORY MEMORIAL PARK
CEMETERY AND CREMATORIUM)
14831 - 28TH Avenue
Surrey, B. C. V4P 1P3

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

ARTICLE 1 - BARGAINING AGENCY

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) It is agreed that management will not perform the work of "outside" employees or clerical staff except which is normally performed or in cases of emergency or training.
- (d) **Contracting Out**

The Company will not contract out work which is normally performed by employees in the bargaining unit if it has the result of laying off of employees who have the ability to perform the work.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained solely and exclusively by the Company.

Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, discipline or discharge for just and reasonable cause, and to make and alter from time to time rules and regulations to be observed by the employees, except that this right shall not supersede any other express provisions of this Agreement.

ARTICLE 3 - PURPOSE AND LIMITATION

- (a) The purpose of this Agreement is to establish an orderly relationship between the parties to determine and promote good working conditions which will ensure that efficient operations and harmonious relationships be maintained by the parties facilitating settlement of labour relations problems.

(b) **No Other Agreement**

This Agreement represents all the terms and conditions which govern the relations between the Union and the Company. The Company agrees to be bound by any Provincial minimum standards legislation that would be applicable where such standards exceed the provisions of this agreement.

ARTICLE 4 - GENERAL CLAUSES

(a) **Work Days**

The word "days" in this Agreement will mean, normal working days unless otherwise specified herein.

(b) **Article Headings**

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

(c) **Classifications and Wage Rates**

The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 5 - DEDUCTION OF DUES, ETC.

(a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees who have completed their probationary period. Dues deductions for new employees will commence from the first day worked.

(b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws.

(c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

ARTICLE 6 - UNION NOTICES

(a) The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

- (b) The Employer shall be responsible for the posting of an up-to-date seniority list. The said list shall be posted once every year on April 1st, for a period of 5 days and shall include the name and date of employment of all employees.

ARTICLE 7 - UNION ACTIVITIES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. It is agreed that only one (1) member may be absent for the reasons mentioned above and that furthermore, the parties agree that such leave is contingent on the essential needs of the Employer's business.
- (b) When any employee hereunder is either elected or appointed to a full-time job with the Union, he/she shall be granted leave of absence for a period of up to one (1) year.
- (c)
 - (i) If an employee desires a leave of absence, without pay, for reasons other than those referred to in (a) above, the employee must submit a written request to the Employer, four (4) weeks in advance of the desired leave, outlining the reasons for requesting such leave, in addition to indicating the date of return to work and will send a copy of same to the Union.
 - (ii) It is agreed that a leave of absence, without pay, shall be no longer than six (6) months and that an employee may only request such leave once in every sixty (60) month period.
 - (iii) An employee who wants to terminate a leave without pay before the projected date of return must give written advance notice of his or her intention at least thirty (30) days before returning.
 - (iv) An employee who has not reported to work, without an acceptable reason, upon the expiration of a leave of absence shall be presumed to have resigned. The same conditions shall apply to (iii) above.
- (d) During such authorized leave of absence, an employee shall maintain and accumulate seniority.

ARTICLE 8 - SHOP STEWARDS

- (a)
 - (i) There shall be no more than one (1) Shop Steward elected or appointed, (in case of absence of the Steward, an alternate will be elected or appointed), from within the ranks of the employees covered by this Agreement.
 - (ii) Upon the election or appointment of the Shop Steward, the Union will advise the Employer of the Steward's identity.
 - (iii) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- (b) (i) The Shop Steward shall be allowed to take up grievances during working hours with pay, provided that prior permission has been granted by the Manager.
- (ii) The Shop Steward shall, at all times, arrange his/her Union duties and responsibilities in a way that is compatible with the terms and conditions of both, this Agreement and with their functions, duties and responsibilities as an employee with the Company.
- (iii) It is agreed that such permission, as outlined in (b) (i) above, shall not be unreasonably withheld.

ARTICLE 9 - STRIKES AND LOCKOUTS

- (a) The parties to this Agreement agree that during the term of this Agreement or any extension thereof, there will be an unconditional ban against strikes by the Union or its membership, and against lockouts by the Company.
- (b) Neither the Union, its officers, officials, agents, members or any employees shall counsel, support, participate in, or encourage a strike, cessation of work, or stoppage of work of any kind, or any other act or activity or omission that is intended to in any way impede, or restrict, or limit productivity or services during the term of this Agreement or any extension or continuation thereof.
- (c) The Employer shall not require any Union Member to cross a Union picket line that has not been deemed illegal by a competent Labour Relations Board or Council.

ARTICLE 10 - CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

ARTICLE 11 - TRANSFER OF TITLE OR INTEREST

The Employer shall give advance notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation, or any part thereof covered by this Agreement, as required by the British Columbia Labour Relations Code.

ARTICLE 12 - SENIORITY

- (a) **Seniority Defined**
 - (i) The term "seniority" shall be defined as the employee's total length of bargaining unit service with the Company. Seniority shall be expressed in years and calendar days and accrued on the basis of completed working days of service with the Company.

Seasonal employees will accrue seniority in accordance with the provisions of Article 12.

- (ii) There shall be a Seniority list setting out the name and date of employment of all employees as outlined in 6 (b).
 - (iii) Any new employee is subject to a probation period at the conditions normally accepted and applicable to each classification of which each employee is informed at the time of hiring. The probation period shall consist of ninety (90) days for "inside" workers and forty-five (45) days for "outside" workers.
 - (iv) The Company, in its sole discretion, reserves the right to terminate the probationary employee prior to the conclusion of the probationary period. Such termination may be subject to the Grievance Procedure.
- (b) An employee can exercise his/her seniority rights upon having successfully completed their probationary period. Upon achieving regular employee status, the employee is immediately recognized as having accrued service seniority equal to the length of the probationary period.

(c) **Retention of Seniority During Lay-off**

Employees on lay-off shall retain their seniority and relative recall rights only for a period of six (6) months from the date of their lay-off.

(d) **Loss of Seniority**

Seniority shall be lost if an employee:

- (i) is properly deemed by the Company to have voluntarily terminated his/her employment pursuant to the terms of this Agreement; or
- (ii) is discharged for just and reasonable cause; or
- (iii) is on lay-off for more than six (6) consecutive calendar months; or
- (iv) has reached the age of sixty-five (65); or
- (v) does not return to work in response to a recall from lay-off within three (3) days of personal notification or five (5) days from the date of sending notification by registered mail to their last known address on the Company file.
- (vi) is absent without leave for three (3) consecutive working days, without notice or reasonable excuse.

(e) **Recall After Lay-Off**

An employee on lay-off shall be recalled, in order of seniority, for a job opportunity provided that he/she is qualified to perform the work available.

ARTICLE 13 - JOB POSTINGS

- (a) Any vacant position covered by the certification shall be posted for a period of three (3) days.

The only information that shall appear on the posting is the following:

- (1) The classification title and description appearing in this Agreement;
 - (2) The wage scale;
 - (3) The posting period.
- (b) Employees desiring such job shall then apply, in writing, within the three (3) day period of such posting.
 - (c) The position shall be granted to the candidate with the most seniority amongst those who have applied, provided he/she is relatively equal to the skills, ability, training, and efficiency required for the position of the other candidates.
 - (d) The vacancy created as a result of the first posting shall be posted if it is required to be filled.
 - (e) The Employer shall post all appointments within three (3) days following the posting period.
 - (f) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties will discuss an appropriate wage rate(s), conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration, however, the Employer shall not be restricted from instituting the new job or classification during this period.
 - (g) Wherever 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, to a final conclusion.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- (a) For the purposes of this Agreement, "technological change" which creates obligations for the Company shall be understood to mean the introduction by the Company of a change in its equipment or material previously used, or a change in the manner in which the Company carried on its work, undertaking or business related to the introduction of the equipment or material, but only when such change directly results in the displacement of an employee.
- (b) "Displacement" as used herein shall be understood to mean that the services of the employees are not longer required by the Company.

- (c) The Company agrees to provide the Union with not less than thirty (30) days' notice in writing for the Company's intention to initiate a technological change, as defined herein. Where the Company has notified the Union of its intention of introducing a technological change, the parties will undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change. These consultations will centre around retraining, wage adjustments, the job posting procedure, and the necessity of an industrial adjustment committee.

ARTICLE 15 - GRIEVANCE PROCEDURE

(a) Definition of a Grievance

Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation, application or administration of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. It is agreed that the parties may extend the time limits prescribed herein by mutual agreement.

(b) Procedure

Step 1

The Employee shall, with or without the Shop Steward, discuss his/her grievance with the Manager within ten (10) days of the occurrence of the grievance.

Step 2

Should a solution not be reached by Step 1, the employee shall reduce the grievance to writing and provide it to the Shop Steward who, with or without the Business Agent, shall within ten (10) days of discussing the grievance under Step 1 with the Manager, provide the written grievance to the Manager.

The employee may be included in any meeting(s) pertaining to the discussion of that employee's grievance.

In the case of a Company grievance, the Manager shall within ten (10) days of the grievance arising provide the Shop Steward with the grievance in writing and discuss the grievance with the Steward.

Step 3

If no solution is reached at Step 2 of the Grievance Procedure, the Union Business Agent in the case of a Union or employee grievance, or the Manager, in the case of a Company grievance, shall, within seven (7) days notify the opposite party in writing that the grievance is being referred to arbitration.

- (c) If any written disciplinary penalty is to be put into an employee's personnel file, a copy of same will be given to the employee in writing within five (5) days of the event giving rise to the statement, otherwise it shall be null and void.

ARTICLE 16 - ARBITRATION PROCEDURE

- (a) Any grievance which is not resolved by the parties and which is brought within the time limits specified or extensions of time as mutually agreed, may be referred to arbitration.
- (b) The party referring the grievance to arbitration shall do so by notifying the other party in writing, by registered mail. The notice of reference shall set out in general terms the substance of the grievance issue to be arbitrated in addition to indicating that party's choice of using either a three (3) member Board of Arbitration or a single Arbitrator.
- (c) Unless the parties agree to a single Arbitrator, the following procedure for a three (3) member arbitration board shall apply:
 - (i) The Union and the Company shall each select one (1) nominee for the board within ten (10) days of either party having received the notice of reference as outlined in (b) above. The nominees so appointed shall then confer to select a third party who shall be the Chairman of the Arbitration Board.
 - (ii) Should the nominees fail, within five (5) days of being appointed, to agree on the selection of a Chairman, either party may then apply to the Minister of Labour who shall appoint a Chairman.
- (d) In the event the parties agree to a single Arbitrator, the following procedure shall apply:
 - (i) The Union and the Company shall make every effort to agree on the selection of an Arbitrator within ten (10) days of delivery of the reference notice as outlined in (b) above.
 - (ii) In the event that the parties fail to agree on the choice of an Arbitrator, either party may then apply to the Minister of Labour to make an appointment.
- (e) All arbitration decisions rendered under (c) or (d) above shall be final and binding on both parties.
- (f) **Jurisdiction and Authority**
 - (i) The Arbitrator/Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. The Arbitrator/Arbitration Board shall not, however, have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement.

- (ii) All differences arising between the parties as to whether a matter is arbitrable shall be referred to the Arbitrator/Arbitration Board, and the reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

(g) **Expenses and Costs of Arbitration**

Each of the parties hereto will bear its own expenses and costs of Arbitration. The remuneration and disbursements of the Arbitrator/Arbitration Board, and of stenographic and related expenses shall be divided equally between the Company and the Union.

ARTICLE 17 - SAFETY AND HEALTH

(a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. First-Aid kits will continue to be supplied at current levels.

(b) When an employee suffers an injury, whether on or off the job, or suffers an illness preventing him/her from working or reporting to work, he/she will be granted a leave of absence, without pay, subject to any required medical evidence.

(c) **Compensation Coverage**

When an employee goes on Compensation, he/she shall, when the Compensation Board signifies that he/she may go to work, be returned to the payroll at his/her previous job and applicable rate of pay provided he/she is fully capable of performing such work.

(d) **Equipment Maintenance**

(i) The Company will maintain all equipment in good operating condition, insofar as the exercise of reasonable skill and effort will allow.

(ii) **Employee Vehicles**

The Employer will not require an employee to utilize his/her personal vehicle in the performance of the employee's functions.

(e) **First Aid Premium**

The Company shall pay a premium of \$0.50 per hour to an employee who possesses a valid, Class "C", first-aid industrial ticket. It is agreed that only one employee shall be entitled to the aforementioned premium.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

(a) (i) The number of days and hours in a standard work week shall consist of five (5) consecutive eight (8) working hour days either from Monday through Friday or Tuesday through Saturday.

(ii) The standard hours of work each day shall be from 8:00 a.m. to 4:30 p.m.

(b) **Rest and Lunch Breaks**

- (i) An employee shall be entitled to two (2) rest periods of fifteen (15) minutes during each work day. These breaks shall be taken at a time designated by the Company so as not to interfere with the Company's operations.
 - (ii) An employee may not take such rest periods at the beginning or end of a work day, nor as an extension of the time allowed for meals.
 - (iii) An employee shall be entitled to a one-half hour unpaid lunch break during each work day.
- (c) All employees shall be scheduled one (1) week in advance and a schedule shall be posted on the notice board showing the hours of work.
- (d) **No Guarantee**

Reference in this Agreement to hours of work, work week and like terms shall not be construed to represent any guarantee of any amount of work or employment.

(e) **Overtime**

- (i) The Employer agrees that if it becomes necessary to work overtime such overtime will be distributed as equally as possible (by seniority) amongst the qualified employees concerned.
- (ii) Senior employees may refuse overtime. If no senior employee volunteers the least senior qualified employee shall be required to perform the available overtime work. The Parties agree that any refusal to work overtime shall be credited as overtime worked, for the purpose of overtime distribution.
- (iii) Overtime will be paid for on the basis of:
 - (a) Time and one-half an employee's regular wage for all hours worked in excess of eight (8) in a day or forty (40) in a week.
 - (b) Double an employee's regular wage for all hours worked in excess of eleven (11) in a day or forty-eight (48) in a week.
 - (c) An employee who is called out to work unscheduled overtime on Sunday or a Paid Holiday listed in Article 20, shall be paid at the rate of double time for all overtime hours worked.

Unscheduled overtime for Sunday is overtime that has not been scheduled by the end of the employee's regular shift on the preceding Friday. Unscheduled overtime for a Paid Holiday is overtime that has not been scheduled by the end of the employee's last regular shift preceding the Paid Holiday.

- (iv) No employee will be entitled to claim overtime pay unless the overtime work has been officially requested and authorized by the Company in advance.

(v) All "outside" employees shall receive a paid five (5) minute washup-tool stowage period to be taken **once** at the end of a shift.

(vi) **Jury Duty**

Employees who are required to serve on a jury shall be granted a leave of absence for this purpose and shall continue to receive his/her regular wages for such period of time. The employee shall provide the Company with a copy of the jury summons.

ARTICLE 19 - ANNUAL VACATIONS

Eligibility for Annual Vacation

(a) Only those regular full-time employees who are compensated by a fixed hourly rate or fixed salary are eligible for both Annual Vacation pay and time entitlement as provided by this Agreement.

(b) Part-time or seasonal employees will receive vacation pay calculated in accordance with the **Employment Standards Act**.

(c) **Annual Vacation Entitlement**

(i) Vacation pay will be based on length of continuous active service of each full-time employee in each year.

(ii) May 1st shall be the Company's vacation entitlement determination date each year.

(iii) **Completed Service** **Vacation Leave**
as of May 1st **with Pay Allowance**

(a)	1 month through 12 months	1 day per month to a maximum of 10 working days.
(b)	1 year through 3 years	2 weeks (10 working days) vacation each year at four percent (4%) of gross earnings for the previous year.
(c)	4 years through 9 years	3 weeks (15 working days) at six percent (6%) of gross earnings for the previous year.

- (d) 10 years through 14 years 4 weeks (20 working days) at eight percent (8%) of gross earnings for the previous year.
- (e) 15 years and more 5 weeks (25 working days) at ten percent (10%) of gross earnings for the previous year.

(d) **Annual Vacation Schedules**

On or before the 1st day of April, of each calendar year, the Company shall post a list of all employees eligible for annual vacation, which list shall indicate the total time to which each employee is entitled for scheduled annual vacation in that year. It shall then be the responsibility of each employee so entitled to designate on that list, the preferred date on which he wishes to commence his annual vacation, and he shall include at least one alternative date. The selection of a date by each employee must be completed by the 30th day of April, and in the event that any employee fails to designate a date, a date may be assigned by the Manager.

- (e) The Company shall then prepare a final annual vacation schedule, giving preference for specified dates to employees according to their relative seniority status, and having regard at all times for the necessity of maintaining adequate experienced staff continuously throughout the calendar year.
- (f) The Company shall then post the final annual vacation schedule and all annual vacations must then be taken in accordance with the annual vacation schedule unless other specific alternative arrangements are made with and approved by the Manager.

ARTICLE 20 - PAID HOLIDAYS

Designated Paid Holidays

- (a) Subject to the eligibility provisions set out in this Agreement, the following days shall be recognized as paid Paid Holidays:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Remembrance Day	Victoria Day
Christmas Day	Canada Day	Boxing Day
B.C. Day	Easter Monday	

(b) **Eligibility for Paid Holiday Pay**

To be eligible for Paid Holiday Pay, the employee must have been employed by the Company for thirty (30) consecutive calendar days prior to the holiday. In addition, the employee must have worked the last scheduled working day before the holiday and the next scheduled working day after it.

- (c) If during the life of this Agreement, the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (d) It is agreed that the Paid Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (e) **Rate of Holiday Pay**
 - (i) All eligible employees will be paid for the Paid Holidays at their regular hourly rate of pay times the number of hours in their regular assigned shift.
 - (ii) In addition to the paid holiday, any employee who is required to work on a Paid Holiday shall be compensated at the applicable overtime rate established in this Agreement.

ARTICLE 21 - BENEFITS

(a) GROUP REGISTERED RETIREMENT SAVINGS PLAN

The Employer agrees to continue the Company's current group registered retirement savings plan.

(b) HEALTH & WELFARE

The Employer agrees to continue the Company's current plans.

(c) BEREAVEMENT LEAVE

In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay as follows:

- Where the death of a spouse, child, mother, father, step-parent, sister and brother has occurred, the employee will be granted three (3) consecutive days for bereavement leave;
 - Where the death of a grandparent or grandchild has occurred, the employee will be granted two (2) consecutive days for bereavement leave;
 - Where the death of a brother or sister-in-law has occurred, the employee will be granted one (1) day for bereavement leave;
 - Where such leave is on a scheduled day of work, he/she shall be paid his/her regular straight-time pay for such day(s).
- (d) The Company agrees that it will provide a Weekly Indemnity program on a first day accident, fourth day illness for seventeen (17) weeks of coverage at a rate of 67% of the employee's average weekly earnings to a maximum benefit of \$600 per week. The cost will be shared equally between the employee and the Company.

(e) **SICK DAYS**

Each employee shall be entitled to six (6) paid sick days in each calendar year.

ARTICLE 22 - WORK CLOTHES

- (a) The Employer shall provide and maintain for each "outside" employee, free of charge, with the following:
- (i) Coveralls on an "as needed" basis;
 - (ii) Any safety equipment as required by the Workers' Compensation board, without charge;
 - (iii) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, boots and gloves;
 - (iv) Effective May 1, 2007, the Employer will provide outside employees with a safety boot allowance of one hundred and forty dollars (\$140.00). As of May 1, 2008, this shall be increased to one hundred and forty-five dollars (\$145.00) and, as of May 1, 2009, this shall be increased to one hundred and fifty dollars (\$150.00).

Outside employees shall be required to wear safety boots.

ARTICLE 23 - PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid all monies earned not less frequently than on a semi-monthly basis.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable, and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque, this shall be corrected and any monies owing be paid as soon as possible after the date the Employer's payroll official is notified of the error.
- (d) The Employer shall recognize the United Civic Savings Credit Union and shall, where it receives written authorization from the employee, make such payroll deductions and remit same on behalf of such employee to the United Civic Savings Credit Union.
- (e) The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

An employee temporarily assigned by management to the Supervisor or Location Administrator job classification to cover periods of no less than three (3) consecutive working days, shall receive the pay rate for that higher paid job during that period. No more than one employee shall receive Supervisor or Location Administrator compensation at any one time. Employees temporarily assigned to a lower rated job shall retain their normal rate of pay for the duration of the temporary assignment.

ARTICLE 25 - SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 15 herein.

ARTICLE 26 - SEPARATION OF EMPLOYMENT AND SEVERANCE PAY

- (a) If an employee is discharged he/she shall be paid in full for all monies owing him/her, as soon as possible but in no event exceeding three (3) days following the date of his/her discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.
- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.
- (c) If an active employee, other than a probationary or seasonal employee, is terminated or laid off for a period exceeding six (6) months he/she will be entitled to severance pay of two (2) weeks base pay plus one (1) additional weeks pay for each full year of service. This provision is not applicable to an employee who voluntarily terminates, retires or is terminated for just cause.

ARTICLE 27 - INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours after having requested and received permission from the Manager. It is agreed that such permission will not be unreasonably withheld.

ARTICLE 28 - GENDER

APPENDIX "A"

WAGES

	Aug. 1/06	Aug. 1/07	Aug. 1/08
Groundskeeper 1 (over 2 years)	\$22.19	\$22.86	\$23.55
Groundskeeper 2 (1-2 years)	\$18.92	\$19.49	\$20.07
Groundskeeper 3 (after probation to 1 year)	\$16.97	\$17.48	\$18.00
Probationary Groundskeeper	\$14.68	\$15.12	\$15.57
Supervisor	\$24.78	\$25.52	\$26.29
Assistant Supervisor	\$22.46	\$23.13	23.82
Seasonal Labourer I	\$13.06	\$13.45	\$13.85
Seasonal Labourer II (commences with fourth consecutive season as a Seasonal Labourer)	\$14.68	\$15.12	\$15.57
Location Administrator	3688 (per month)	3799 (per month)	3913 (per month)
Assistant Administrator	\$17.33	\$17.85	\$18.39