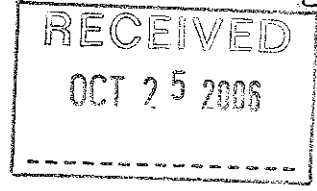


8936



COLLECTIVE AGREEMENT

THIS AGREEMENT entered into as of the *22nd day of February, 2006.*

BETWEEN:

THE VETERANS MEMORIAL HOUSING SOCIETY
(Hereinafter known as the "Society")

OF THE FIRST PART,

AND:

UNITED STEELWORKERS, LOCAL 1-2171
(Hereinafter known as the "Union")

OF THE SECOND PART,

PREAMBLE:

The purpose of this Agreement is to secure for the Society, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Society and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Society and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Society agrees in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Society recognizes the Union as the sole collective bargaining agency of the employees of the Society at 310 Alexander Street, Vancouver, B. C.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article **XXI**, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the Labour Relations Code.

- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Society and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Society recognizes that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Society agrees that the only certification that they will recognize during the term of this Agreement is the Union listed herein, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operations

The Union Representative(s) shall be allowed access to the Society's premises during the luncheon period on routine matters. Should the Union Representative(s) want to enter the premises at any other time, permission shall be first obtained from the Administrator or his designate. Such permission will not be unreasonably denied.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

The Society shall have the right to select its employees and to discipline or discharge them for proper cause

ARTICLE III - UNION SECURITY

Section 1: Co-operation

The Society will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

- (a) All employees who entered the employment of the Society on the date of certification, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement,

or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment

- (b) ***The Society may employ workers to engage in activities not currently being carried on by the Society for a period not to exceed one (1) calendar year. Such worker(s) shall not be subject to the terms of this Agreement during that time.***

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Society of the said employee's refusal to maintain his membership.

Section 5: Check-Off

The Society shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

***CHECK-OFF AUTHORIZATION
FOR UNITED STEELWORKERS***

COMPANY _____ **Local Union No. 1-2171**
DIVISION _____ **STARTING DATE** _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted directly to the Local Union and Per Capita paid accordingly to the International Office.

NAME OF EMPLOYEE _____ **PHONE** _____

ADDRESS _____

_____ **POSTAL CODE** _____

SOCIAL INSURANCE NO. _____ **Are you a member of the USW?** _____

In what USW operation were you last employed? _____ LOCAL? _____

I hereby request and accept membership in the UNITED STEELWORKERS, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

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

The Local Union shall notify the Society by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Society shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 6: Social Insurance Number

The Society shall ensure that the employee's social insurance number is provided on the check-off forms.

Section 7: Employer Deductions from Wages: Employee Benefit Plans

The Parties agree that the Society shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties.

ARTICLE IV - SHOP COMMITTEE

Section 1:

The Society agrees to recognize one (1) steward to represent the employees. The Union shall notify the Society in writing of the name of the steward. The Steward or his designate will be allowed to leave his/her duties for a reasonable length of time to investigate and settle grievances without the loss of time or pay provided that he/she obtains prior authorization from his/her Supervisor. It is understood that such authorization shall not be unreasonably withheld.

Section 2:

The Society will pay up to one (1) employee at his/her straight time rates in respect of the regularly scheduled working hours from which they have been excused by the Society to attend negotiation meetings.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for the following:
 - (i) Hours worked in excess of eleven (11) hours per day;
 - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
 - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked;

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

The Society will notify the Job Steward and the Union not less than forty-five (45) days in advance of intent to institute changes in working methods or facilities which would involve the discharge, or laying off of employees.

Section 2: Severance Pay

Employees discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Society.

ARTICLE VII - RATE DETERMINATION

Section 1:

In the event that a new job is created and provided it falls within the terms of this agreement, or an existing job is significantly changed the parties agree to negotiate a new rate, which would be effective on the date the new job is implemented or the existing job changes.

Section: 2:

In the event that the parties are unable to agree upon a new rate, it will be referred to a mutually agreeable interest arbitrator for a final and binding arbitration.

ARTICLE VIII - WAGES

Section 1: Appendix "A"

Each employee shall be paid according to the hourly rate established by Appendix "A" for their job classification

Section 2 Injury Pay

An employee who is injured on-the-job during regularly scheduled working hours and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at his/her regular rate of pay for the remainder of his/her shift.

ARTICLE IX - PAY DAYS

The Society shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE X - STATUTORY HOLIDAYS

Section 1:

- (a) All employees who work on New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and **Boxing Day** shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(a) or Section 1(b)
- (b) An hourly rated employee who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.
- (c) An employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.
- (d) An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the total wages excluding overtime, earned in the 30 day period by the number of days worked.
- (e) An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday, is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the total wages earned in the 30 day period by 15.
- (f) If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating statutory holiday pay.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked his/her last scheduled work day before, and his/her first scheduled work day after the holiday, unless his/her absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.

- (ii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate. The employer shall pay the cost of medical certificate requested.

Section 3: Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Society and the Shop Committee.

Section 5: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 6: Holiday Shift

An eligible employee who works on a statutory holiday must be paid time and one-half for the first eleven (11) hours and double time after eleven (11) hours. The employee must also be given an alternate day off with pay.

Section 7 Arrangement for Change:

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Society and the Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

ARTICLE XI - VACATIONS WITH PAY

Section 1: Entitlement

- (a) Employees with less than one (1) year of service will receive 4% of earnings.
- (b) Employees who have completed one (1) but less than five (5) years of service will be entitled to two (2) weeks' paid vacation per annum.
- (c) Employees who have completed five (5) years of service shall be entitled to three (3) weeks' paid vacation.

Section 2: Vacation Pay

The employer shall pay at the rate of two percent (2%) for each weeks' entitlement or at the current weekly salary, whichever is greater

ARTICLE XII - CALL TIME

Section 1: Where No Work

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Society gives sufficient notice canceling said call.

Section 2: Where Work Commences

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

ARTICLE XIII - HEALTH AND WELFARE

In lieu of Health and Welfare Benefits, an amount of twenty-five cents (25¢) per hour is included in the hourly wage.

ARTICLE XIV - SENIORITY

Section 1: Principle

- (a) The Society recognizes the principle of seniority, competency considered.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Society's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.
- (c) ***It is agreed that employees are hired on probation and shall be considered temporary employees for a period of three (3) calendar months. During which time, an employee may be released if deemed unsuitable. Such action shall not be subject to Articles XXI and XXII of this Agreement.***

Section 2: Reduction and Recall of Forces

- (a)
 - (i) In the event of a reduction of the forces, the last person hired shall be the first released, competency considered
 - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his/her seniority, competency considered.
- (b) During a reduction of forces where an employee's seniority is such that he/she will not be

able to keep his/her regular job he may elect to apply his/her seniority to obtain another job in the operation, competency considered.

- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job in the operation or accept a layoff until his regular job becomes available, provided however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Society, he shall be called back to work as soon as his seniority entitles him to a job, competency considered.
 - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Society.

Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- (c) A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.
- (d) It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

Section 4: Job Posting

All vacancies shall be posted for a period of seven (7) calendar days. Employees will be eligible to compete for the position. In the case that two (2) or more candidates are considered equal then the successful candidate shall be determined by seniority, competency considered. In the event there is no successful internal candidate, the Society may advertise the position externally.

Section 5: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Society twice during each calendar year, setting out the name and starting date with the Society of each regular employee. The Society will advise the Union once each month of changes to the said list as provided with the dues check-off.

Section 6: Hiring Preference

When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:

former employees of the Society who have lost their seniority retention as a result of a previous layoff,

ARTICLE XV - LEAVE OF ABSENCE

All leaves in this Article are without pay unless specifically stated.

Section 1: Injury or Illness

The Society will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Society as soon as may be reasonably possible.

Section 2: Pregnancy Leave

A pregnant employee is entitled up to eighteen (18) consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.

Section 3: Parental Leave

A birth mother, a birth father and an adopting parent are entitled to up to twelve (12) consecutive weeks of unpaid parental leave. A birth mother must begin parental leave immediately after her pregnancy leave unless she and the employer agree otherwise. A birth father must begin the leave within fifty-two (52) weeks after the birth of the child, and an adopting parent within fifty-two (52) weeks after the child is placed with the parent.

Section 4: Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Immediate family" means the spouse, child, parent guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Section 5: Bereavement Leave

An employee shall be entitled to one (1) day paid leave on the death of a member of the employee's immediate family. In addition, the employee shall be entitled to an additional day's pay, should he have to travel more than 250 kilometers (one way) from the Society's building or to Vancouver Island. The employee shall be entitled to additional leave, if necessary, but that leave shall be unpaid.

Immediate family shall be defined as spouse, legal or common law, father, mother, brother, sister, son, daughter, both nature or adopted.

Section 6: Jury Duty

An employee who is required to attend court as a juror is considered to be on unpaid leave for the period of the jury duty.

Section 7: Union Business

- (a) The Society will grant leave of absence to employees who are appointed or elected to Union office.

The employee who obtains this leave of absence shall return to the Society upon giving thirty (30) calendar days notice of completion of his term of employment with the Union.

- (b) The Society will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiation committee of **United Steelworkers** in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clause (a) above, the employer will be given due notice in writing of five (5) calendar days.

ARTICLE XVI - SAFETY EQUIPMENT

Any safety or personal protective equipment required ed by the Society or Workers' Compensation Regulations shall be supplied by the Society at no cost to the employee.

All of these items are replaced on an "as needed" basis, i.e. to replace worn-out or obsolete items.

ARTICLE XVII- PERMANENT CLOSURES

The Society agrees that employees affected by a permanent closure of the operation shall be given sixty (60) days' notice of closure or pay in lieu of the notice.

ARTICLE XVIII - SEVERANCE PAY

An employee who is terminated is eligible for compensation based on the following formula:

- (a) after three (3) months' consecutive employment, one (1) week's pay.
- (b) after one (1) year, two (2) weeks' pay; and
- (c) after three (3) years, three (3) weeks' pay, plus one (1) week's pay for each additional year of employment to a maximum of eight (8) years.

ARTICLE XIX - HARASSMENT AND DISCRIMINATION

The Parties to this Collective Agreement agree that the employees have the right to a working environment that is free from harassment and discrimination. The employer shall provide a working

environment that is free from harassment and discrimination.

ARTICLE XX - DISCIPLINARY RECORDS

All disciplinary records recorded on employee files shall be rescinded from their files on the date of signing of this agreement.

All future disciplinary records shall be handled in the following manner:

Any warnings or reprimands that may be entered into any employee's record will be rescinded after a period of twelve (12) consecutive months from the date of the last recorded disciplinary action and such notices shall not be used against any such employee thereafter. Any employee shall have the right, on application, to review his disciplinary records.

ARTICLE XXI - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Society and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with Management directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Steward, shall take up the problem with the Administrator of the Society.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Union to resolve with management.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXII.

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of absence of the aggrieved employee or the Shop Committee, said time limit shall be extended as required. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

Section 3: Alternate Dispute Resolution Procedure

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this

Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single mediator/arbitrator agreed to by the parties shall at the request of either party:

- (i) investigate the difference
- (ii) define the issue in the difference, and
- (iii) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- (a) If either party is not satisfied with the recommendations delivered in accordance with (a) above, it may, within five (5) working days of receipt of those recommendations, present the grievance at the next step of the grievance procedure. Failure to do so shall result in a deemed settlement of the grievance in accordance with such recommendations.

ARTICLE XXII - ARBITRATION

Section 1: Grievances

In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXI the matter shall be determined by arbitration in the following manner:

- (a) The parties shall jointly agree on a single arbitrator to hear and determine the matter in dispute. If within thirty (30) calendar days, the parties are unable to agree, either party may apply for appointment of an arbitrator.
- (b) The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.
- (c) The arbitrator shall interpret the Agreement but shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

Section 2: Cost of Arbitrator

The Union and the Society shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE XXIII - STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.

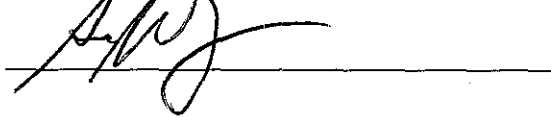
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE XXIV - DURATION OF AGREEMENT

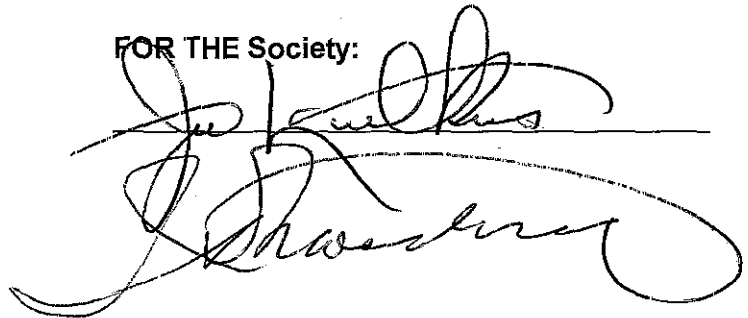
- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 22nd day of February, **2006** to and including the 21st day of February 21, **2008** and thereafter from year to year unless sixty (60) days written notice of contrary intention is given by either Party to the other Party. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Union Office upon Local Officers of the Union, Party of the Second Part, at least sixty (60) days prior to the expiry of the Agreement. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.
- (b) The Parties hereto agree that the operation of Section 50(2) of the Labour Code of British Columbia Act, is excluded from the Agreement.

Signed on behalf of

**UNITED STEELWORKERS,
LOCAL NO. 12171**



FOR THE Society:



iwa2171 GW/yr

THE VETERANS MEMORIAL HOUSING SOCIETY

APPENDIX "A"

	<u>EFFECTIVE FEB. 22/06</u>	<u>EFFECTIVE FEB. 22/07</u>
Maintenance/Janitorial/Security	\$ 15.30	\$ 15.55
Janitorial/Security	12.60	12.85
Part Time: Janitorial/Security	12.20	12.75

New employees shall be paid a training rate of \$1.00 per hour less than the established rate for a period of six (6) calendar months.

