

COLLECTIVE AGREEMENT

between

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2952)
(hereinafter called the "Union")**

and

**GROWTH WORKS CAPITAL LTD.
(hereinafter called the "Employer" or "Company")**

Term of Agreement - January 1, 2009 to December 31, 2011

Errors and Omissions Excepted
cope-343

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure for the Employer, the Union and the Employees, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.
- 1.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by GrowthWorks Capital Ltd., except those excluded by the Certification.
- 2.02 Persons, whether employed by the Employer or from outside who are not members of the bargaining unit, will not perform work on any jobs which are included in the bargaining unit, except as follows:
- a) for the purpose of instruction,
 - b) in the case of an emergency when bargaining unit Employees are not available.
- 2.03 Should any of the present operations be moved to a location(s) outside of the boundaries of the Vancouver site this Agreement shall be extended to cover such location(s).
- 2.04 Any rights and privileges enjoyed by an Employee prior to the execution of this Agreement will be continued and will not be changed during the life of this Agreement provided:
- a) such rights and privileges are not in conflict with any provisions of this Agreement, and/or;
 - b) such rights and privileges are not changed by the effect of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management of the office and the direction of the working forces, including the right to direct, plan and control office operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the office in the traditional manner is vested exclusively with the Employer, subject to the express provisions of this Agreement.
- 3.02 The Employer shall exercise its rights to direct the work forces without discrimination, harassment and intimidation.

ARTICLE 4 - UNION SECURITY

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of

which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.

- (b) become members of the Union within thirty (30) days from their effective date of hire.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 **Check-Off: Process and Procedures**

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
Unit D, Box 34223
Vancouver, B.C. V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed **USWA R115 Form** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers, Local Union 2952
Attention: Financial Secretary at fax number 604-525-4568, and
 - (ii) United Steelworkers, Servicing Staff Office
at fax number 604-513-1851.
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 Day Shift

The standard workday will consist of seven (7) hours worked between the hours of 5:00 a.m. and 6:00 p.m. with a designated sixty (60) minute lunch period. Employees who work between 5:00 a.m. to 7:00 a.m. and 5:00 p.m. to 6:00 p.m. will be entitled to receive the additional hourly concession set out in Appendix "A". Only hours actually worked between 5:00 a.m. to 7:00 a.m. and 5:00 p.m. to 6:00 p.m. will be entitled to receive the additional hourly concession. For example, if an Employee is scheduled to work between 5:00 a.m. and 7:00 a.m. or 5:00 p.m. and 6:00 p.m., but does not work either due to illness, vacation or otherwise, the Employee will not be entitled to receive the additional hourly concession.

5.02 Change of Start and Stop Times

By mutual agreement between the Employer and the Unit President or Designate, the regular starting and stopping times of standard work shifts may be changed.

5.03 Regular Week

Five shifts, Monday to Friday, day shift inclusive, will constitute a regular week's work.

5.04 Work Performed on Saturday, Sunday and Office Holiday

- a) Time and one half (1 ½ x) will be paid for work performed over thirty-five (35) hours in a week and;
- b) Double (2x) the employee's wage for any time over forty-eight (48) hours.

5.05 Overtime

a) Overtime - Daily

The first two (2) hours of overtime worked each day shall be paid at the rate of 1.5 times the classified rate. All overtime in excess of two (2) hours each day shall be paid at the rate of 2.0 times the classified rate.

b) Overtime - Voluntary

The Parties are agreed that all overtime will be voluntary. All overtime worked must be pre-authorized by the Employer.

c) Overtime Distribution

Overtime will be distributed equitably among the employees with seniority in a particular job classification who have signified voluntarily that they will work overtime. The Employer will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

d) Call-In Pay

Any employee who has completed his/her shift, and has left the Employer's premises, and is then recalled to work extra time shall be paid at time and one half (1 1/2x) and will not receive less than the equivalent of three (3) hours pay at the employee's regular rate of pay for such additional work.

5.06 Banking of Overtime

In lieu of the overtime provisions of Article 5 of the Collective Agreement, employees may choose to bank overtime hours to be taken as paid time off at a future date.

Employees choosing to bank their overtime must advise the Employer in writing of their decision in advance of working the overtime.

Employees may bank up to seventy (70) hours of paid time off which may be taken at a mutually agreed upon time between the Employer and the Employee in blocks of no less than (1/2) one half of a day. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such agreement is not made, all banked time not taken will be paid at the conclusion of the calendar year, at overtime rates under this agreement.

5.07 Hours Before and Beyond Regular Shifts

Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime, and paid at rate of one and one half times (1.5x) for time worked, except when other arrangements are made by mutual agreement between the Employer and the Unit President or Designate.

5.08 Lunch Period

The mid-shift unpaid lunch period will be mutually arranged between the Employer and the Unit President or Designate. If employees are required to work during the mid-shift lunch period, they will be given an alternate lunch period, but not more than four hours (4) from the shift start time, or as mutually agreed upon.

- 5.09
- a) Employees will be allowed a fifteen (15) minute paid rest period approximately halfway through each half shift.
 - b) Employees working overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period at the beginning of each two (2) hour period worked.
 - c) Employees working overtime for the two (2) or more hours, who have not received clear and adequate notice of a minimum of one (1) day that overtime is required, will be entitled to a fifteen dollar (\$15.00) meal allowance.

ARTICLE 6 - OFFICE HOLIDAYS

6.01 All employees covered by this Agreement will receive seven (7) hours' pay at their regular straight time rates for each of the following Office Holidays (regardless of the day on which the holiday falls), in addition to any wages which the Employee may be in receipt of for work performed on such holidays:

- 1. New Year's Day
- 2. Good Friday

3. Easter Monday
4. Victoria Day
5. Canada Day
6. B.C. Day
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day
12. Float Days

and any other day declared a Statutory Holiday by the Provincial Government.

- 6.02 When Office Holidays fall on Saturday or Sunday, such holidays will be celebrated on Monday, and when such holidays fall on consecutive Saturday and Sunday, or consecutive Sunday and Monday, such holidays will be celebrated the next day immediately following the Office Holiday.
- 6.03 Should any of the above holidays occur during an Employee's vacation period, they will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period or at any other mutually agreed time of the year.
- 6.04 In order to qualify for seven (7) hours' pay for the above Office Holidays, the Employee must have been employed a minimum of thirty (30) consecutive calendar days' with the Employer.
- 6.05 Disciplinary action may be taken in instances where Employees fail to work the day before or the day after an Office Holiday, except where permission was previously obtained, or the Employee has a justified reason for being absent.
- 6.06 Employees not actively employed because of:
 - layoff
 - leave of absence
 - illness and not eligible for WCB payments for the involved Office Holiday(s)
 - injury and not eligible for WCB payments for the involved Office Holiday(s)

and who work a minimum of one (1) shift within the fourteen (14) day period prior to, or the fourteen (14) day period following the Office Holiday(s) in question, will qualify for Office Holiday pay for such Office Holiday(s).

- 6.07 An Employee required to work on any of the above-named holidays will be paid at overtime rates for all hours so worked in addition to his/her Office Holiday pay.
- 6.08 **Float Days**

To help deal with the stress of a busy work life, there are five (5) extra paid days away from work that every Employee is entitled to receive. Float Days may be taken, one day at a time, by mutual agreement between the Employer and the Employee. Float Days may not be added to vacations. Float Days may not be accumulated and must be used up each year.

ARTICLE 7 - VACATION WITH PAY

- 7.01 a) Up to the first calendar year of an Employee's employment, the Employee will be entitled to vacation with pay at the rate of .83 days for each full month worked.

- b) During each of the first, second and third calendar years of an Employee's employment, the Employees with seniority will be entitled to fifteen (15) working days' vacation with pay.
- c) During each of the fourth to tenth calendar years of an Employee's employment, the Employee will be entitled to twenty (20) working days' vacation with pay.
- d) During the tenth full calendar year and onward of an Employee's employment, the employee will be entitled to twenty five working days' vacation with pay.
- e) During the fifteenth full calendar year and onward of an Employee's employment, the employee will be entitled to thirty working days' vacation with pay.
- f) To celebrate the tenth, fifteenth, and twentieth year of employment, the Employee will be given an extra weeks paid holiday. The tenth anniversary bonus week is taken in the tenth year; the fifteenth anniversary bonus week may be taken between the fifteenth to nineteenth year; the twentieth anniversary bonus week may be taken between the twentieth and the twenty-fourth year.
- h) The Employee may request vacation periods on a seniority basis prior to February 28 and on a first come first served basis after that date. The Employer will approve requests as quickly as possible, taking into consideration operational needs (This clause will not apply until the 2010 calendar year).
- i) An Employee who leaves the employment of the Employer for any reason will receive pro-rated vacation pay based on the Employee's entitlement above.
- j) In general, vacation can not be accumulated or waived, but must be taken within the current calendar year. Employees may request to carry forward up to five (5) calendar days to the next calendar year. Such requests will not be unreasonably denied.

ARTICLE 8 – SENIORITY

8.01 Seniority Principle

- a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. For the purposes of greater certainty it is agreed that the term "seniority" as used herein, shall have reference to an employees' right to a job based upon his/her length of service with the Company, and his/her ability to efficiently fulfill the job requirements.
- b) All promotions, demotions, transfers, filling of vacancies, layoffs, terminations, vacations, shifts and re-hiring after layoffs or termination will be done strictly in accordance with the principles set forth in 8.01 a).
- c) Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Employer and the Unit President present.
- d) A new Employee will not have any seniority and will be considered a probationary Employee until the Employee has attained seniority by working a probationary period totaling sixty-five (65) workdays.

Upon completion of such probationary period, the Employee will acquire seniority status and will have his or her seniority date backdated to the date of the Employee's original

date of hire. Seniority will be on an office-wide basis, and will mean total length of service in the bargaining unit, as defined above.

- 8.02 Seniority will be maintained and accumulated until it is lost under 8.03 below.
- 8.03 An Employee will lose all seniority rights, and his/her name will be removed from all seniority lists for any one of the following reasons:
- a) If the Employee voluntarily quits;
 - b) If the Employee is discharged for just and reasonable cause, and is not reinstated in accordance with the provisions of this Agreement;
 - c) If the Employee is recalled to work, and does not report within five (5) work days after the Employee has been notified to do so by the Employer by registered mail to the Employee's last known address. (A copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail, through no fault of the employee, the five (5) work day period will commence only after the employee has become aware of the recall;
 - d) Is on layoff for a period of time equal to the employee's service up to one (1) year.
- 8.04 Shop Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy of such seniority list will be mailed to the area office of the Union, and a copy posted on the Company bulletin boards for Employees' inspection. The Employer will not be required to post the Employees' personal information such as addresses and telephone numbers. The Company agrees to provide the Union every December 31st with a seniority list, which includes the employee's addresses, telephone numbers and rates of pay.

ARTICLE 9 - SAFETY & HEALTH

- 9.01 The Employer and the Union will maintain an Occupational Health & Safety Committee consisting of two (2) members elected or appointed by the Union, and two (2) members appointed by the Employer.
- 9.02 The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the Occupational Health and Safety Regulation enacted under the authority of the Workers Compensation Act as amended from time to time, and
- a) To make a monthly inspection of the office or place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
 - b) To investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations will include accidents which might have caused an injury to an Employee, whether or not such injury occurred.
 - c) To hold regular meetings (monthly if requested by the Company or Union Safety Committee) for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- 9.03 No disciplinary action will be taken against any Employee by reason of the fact that the Employee has exercised the right conferred upon the Employee under the Act respecting the Occupational Health and Safety Regulation.

- 9.04 The Employer will supply, at no cost to the Employee, all protective clothing and other devices deemed necessary to protect Employees from injuries arising from their employment with the Employer.
- 9.05 All safety meetings and tours of office will take place during working hours.
- 9.06 The Employer and the Union agree to promote safety and hygiene in the office to follow procedures as outlined in the Occupational Health and Safety Regulation. A Union selected representative of the Occupational Health & Safety Committee will accompany Managers on a monthly tour of inspection.
- 9.07 An Employee may refuse to do any particular act or series of acts at work which he or she has reasonable grounds to believe are dangerous to his or her health or safety, or the health and safety of any other person at the place of employment, until sufficient steps have been taken to satisfy the Employee otherwise, or until the Occupational Health & Safety Committee or the Workers' Compensation Board has investigated the matter, and advised the Employee otherwise.
- 9.08 The Union will be notified immediately of each accident or injury. The Occupational Health & Safety Committee will investigate and report, as soon as possible, on the nature of the accident or injury.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Human Rights

The Employer and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of Employees because of race, sex, sexual orientation, creed, religion, colour, age, union activities or national origin.

- 10.02 a) The Union and the Employer recognize the right of Employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee.

b) General Definitions & Examples

Discrimination in the workplace is a deliberate action or decision that excludes a person or a group from equal access to employment opportunities because of a personal characteristic, such as their race or sex. **Harassment** is a particular type of discrimination and includes any unwelcome conduct related to any of the prohibited grounds of discrimination in applicable human rights legislation. It may be any singular or repeated comment, gesture, contact or conduct that is known or ought reasonably to be known to be unwelcome.

This discrimination and harassment policy prohibits any form of harassment even if it is not technically unlawful or contrary to human rights legislation. Harassment includes, but is not limited to, any conduct, comment, gesture or contact that is likely to have the effect of:

- creating an intimidating, coercive, hostile, offensive, or "poisoned" work environment;
- unreasonably interfering with an individual's performance or opportunity for training or promotion; and/or
- denying an individual dignity and respect.

Conduct may be found to constitute “harassment” even if the person responsible for the conduct did not intend to harass or offend. Behaviour constituting harassment is often a matter of perception and interpretation. It is important to recognize that a determination concerning harassment will focus on the actual effect of the conduct, and not the intended effect of the conduct.

Broadly speaking, there are three frequent areas of harassment — sexual, racial, and disability harassment. Harassing conduct is usually one-sided and coercive, may be overt or implicit, and may include the following:

Examples of Sexual Harassment

- Sexual advances, comments, favours and jokes
- Sexual innuendo (even perhaps in the guise of humour)
- Sexually suggestive remarks or other verbal abuse about gender
- Touching or patting inappropriately
- Demands for sexual favours
- Leering, or inappropriate staring or invitations
- Comments about someone’s body or shape
- Offensive written or visual materials and language, such as graffiti and nude or degrading pictures
- Sexual or physical assault
- Insulting words of a sexual nature
- Implied or actual threats to the victim or his/her job
- Unwelcome questions or comments about sexual activities
- Placing a condition of a sexual nature on employment, rewards, avoidance of punishment, or opportunities for training, transfers or promotion

Examples of Racial Harassment

- Unwelcome comments, jokes, hints or teasing about a person’s racial or ethnic background, colour, ancestry or citizenship
- Displaying pictures or materials that are offensive or make fun of racial groups
- Refusing to work with or talk to someone because of that employee’s racial background
- Playing practical jokes or making insulting gestures toward someone because of their racial background
- Insulting race-related comments about characteristics or dress

Examples of Disability Harassment

- Ridiculing someone’s disability; for instance, teasing someone about his or her speech impediment or imitating the manner in which someone walks with a limp

- c) In cases of harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where harassment may result in the transfer of an Employee where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his or her will.
- d) An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

- e) An alleged offender under this clause shall be entitled:
 - (i) to be given notice of the substance of a grievance under this clause;
 - (ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.
- f) An Arbitrator, hearing a grievance under this clause, will have authority to:
 - (i) act as a mediator/arbitrator upon application of either party;
 - (ii) dismiss the grievance;
 - (iii) determine the appropriate level of discipline; and
 - (iv) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- g) An alleged offender under this clause will not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the arbitrator

10.03 The Employer and the Union agree to observe the provisions of the Charter of Rights.

10.04 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against, Employees in their lawful right to become and remain members of the Union, and to participate in its activities.

10.05 Union Representation

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- c) The Employer will be notified by the Union of the names of the Shop Stewards, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) Employees plus the Unit President.
- e) When the legitimate business of a Unit President, Grievance Committee Member, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- f) The Employer agrees that Unit President, Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business.

10.06 Negotiating Committee

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

- c) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

10.07 **Notice of Lay-off**

All Employees with seniority will be given in writing the following notice of layoff or salary in lieu of notice:

- a) Two (2) weeks notice where the Employee has been employed less than three (3) years.
- b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

The period of notice will not coincide with an Employee's annual vacation.

10.08 **Recall Procedure**

Laid off Employees with seniority will be given the first opportunity to be rehired.

10.09 **Jury Duty**

An employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance, the Employee shall reimburse the Employer to the full amount of the jury pay or witness fees received by the Employee. For purposes of this clause, all employees shall be considered as being on day shift.

10.10 **Bereavement Leave**

Employees will be granted three (3) days leave of absence with pay, plus two (2) days for travel with pay if needed, in case of a death in the immediate family. "Immediate family" shall mean spouse, parents, grandparents, children, brothers, sisters, mother-in-law and father-in-law, brother-in-law and sister-in-law.

10.11 **Compassionate Leave**

If there is a death or serious illness in the Employee's immediate family, the Employee will receive a special leave with pay for three days plus two days for travel time if needed. The Employee will also receive with pay one (1) day to attend the funeral of a close friend.

If the Employee takes Compassionate Leave for these reasons, it does not affect the Employee's salary, sick leave or holiday time.

10.12 **Pre-Authorized Child Care Expenses**

The Employer will reimburse Employees for reasonable, receipted child care expenses if the Employee is asked to attend functions in the evenings, or overnight outside of the Greater Vancouver area, or on regular days off in accordance with the following:

- If there is no one at home able to take care of the Employee's child.
- In the case of separated parents, if the spouse is not responsible for the child.

- Only pre-authorized childcare expenses, outside of those normally incurred, will be reimbursed.

10.13 Long Term Bonus Program

- a) A Long term bonus program will be implemented upon completion of the probationary period for all Employees and will be paid out annually.
- b) The program is based on phantom shares determined by dividing the Employee's base salary by the annual average share value. Each year the Employee's phantom account is credited with the number of shares the Employee's base salary is able to purchase. For example:
- c) If the Employee earned \$20,000 base salary, and using a hypothetical average share value for the year of \$5.25, the Employee would receive 3,809.52 phantom shares. And if the gain in share value that year was \$.15, the Employee would receive \$571.43.
- d) As the Employee's phantom shares accumulate, it is entirely conceivable that in three years the Employee's phantom share account could hold over 11,000 shares. The longer the Employee is with the Employer, the more attractive this plan becomes.
- e) The Employer may determine a cap to be placed on the number of shares all Employees can hold in a phantom account.
- f) Bonus plans in effect prior to the signing date of this Agreement are replaced by the foregoing.
- g) An Employee who leaves the employment of the Employer for any reasons will receive pro-rated bonus pay based on the Employee's entitlement above.

10.14 Training and Development

- (a) Pay for Education Days will be calculated at straight time hourly rates up to a maximum of seven (7) hours per day.
- (b) Requests for attendance at course, seminars, or training may be initiated by an Employee or her Manager. If approved, the Employer agrees to cover the cost of attending such courses, seminars or training up to \$3,000 per calendar year.
- (c) If an approved course, seminar or training takes place outside regular working hours, the Employer agrees to reimburse the Employee for reasonable child care expenses as provided under Article 10.11.
- (d) If an Employee requests and attends an approved course, seminar, or training paid for by the Employer and resigns his/her employment during the subsequent 12 month period, he/she must repay a pro-rata portion of that cost.
- (e) Upon request, the Employee must provide the Employer with proof of successful course completion.

10.15 Appendices

The attached Appendices are part of this Agreement and the parties are bound by their terms.

10.16 Union Representative

If an authorized representative, who is not employed by the Employer, wants to speak to a Local Union Representative about a grievance or other official business, such representative will advise the Employer or the designated representative, who will then call the Local Union Representative to an appropriate place where they may confer privately.

10.17 Bulletin Boards

The Employer agrees to provide bulletin boards in the office for the purpose of posting union and official information. Notices will be signed and posted only by officers of the Union, and will be in keeping with the spirit and intent of this Agreement.

10.18 Reporting Allowance

If an Employee reports for work on the Employee's scheduled shift, without having been previously notified not to report, the Employee will be given at least seven (7) hours work at the Employee's regular rate of pay, or if no work is available, the Employee will be paid the equivalent of seven (7) hours at his or her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.

10.19 Consultation with Union - Prior to Certain Changes

The Employer agrees to consult with the Shop Steward or Grievance Committee Member, if available on the premises prior to discharging, laying off, transferring, promoting or demoting any Employee.

10.20 Notices between Employer and Union

Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to it at its registered address. Any notice to be given to the Union under the terms of this Agreement will be given by registered mail addressed to the Secretary of the Union at its registered address.

10.21 Manager's Identification

The names of all Managers setting forth their official status will be posted on the Employer's Intranet website.

10.22 Contracting Out

The Employer will not contract out bargaining unit work that will result in the layoff of Employees in the bargaining unit.

The Employer and the Union recognize an obligation to maintain and respect the integrity of the bargaining unit by avoiding unnecessary contracting out of work normally performed by members of the bargaining unit. The parties also recognize that there are instances in which contracting out to non-bargaining unit members is reasonable and acceptable.

10.23 Pay Days

- a) Wages will be paid on the 15th and end of the month by direct deposit. Reports of hours worked at various rates will be available on request. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.

- b) Any employee being discharged, laid off, or leaving of the Employee's own accord will be paid all wages due to them as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day, unless mutually agreed otherwise.
- c) Whenever there occurs an error in the pay of an Employee, the Employer will remit to the Employee within twenty-four (24) hours, the difference between the amount of the cheque and that to which the Employee is normally entitled, unless mutually agreed otherwise.

10.24 Disabled Employees

In the unfortunate instance that an Employee should sustain injuries or become affected by disease, resulting in a disability, every effort will be made by the Employer to give the disabled Employee such suitable employment as is available.

10.25 The Employer agrees with the Union's request to establish a payroll deduction plan for Employees who want to contribute to the Steelworkers Savings Plan. Details of such plan shall be as mutually agreed between the Employer and the Union.

10.26 Picket Line

No Employee shall be required to cross a legal picket line which has been recognized by the Union.

10.27 Severance Pay

An Employee whose services are terminated due to a merger, consolidation or a permanent suspension of operations, will receive at time of reduction:

Full-time Consecutive Service	Severance Pay
Up to two (2) years	One (1) weeks
More than two (2) years	Two (2) week's pay for every year of full-time service to a maximum of ten (10) years of service.

10.28 Joint Labour Management Committee

The Employer and Bargaining Unit mutually agree to constitute a Joint Labour Management Committee. The Committee will consist of Union Representatives and the Employer. The Union Committee will be elected or appointed from the Bargaining Unit.

The Joint Labour Management Committee shall meet at least bi-monthly or upon request of either party.

Subject matter will include, but is not limited to:

1. Policy/Rules
2. Workloads
3. Employee Assistance

10.29 Duty to Accommodate

The Employer agrees to comply with all Provincial and Federal statutes regarding Duty to Accommodate.

10.30 The Employer agrees to donate one hundred dollars (\$100.00) for each employee yearly to the United Steelworkers Humanity Fund.

10.31 **Sick Leave**

Employees with seniority will accumulate in each year, two and one-twelfth days of sick leave with pay for every month of work subject to the following:

- a) At the end of a full calendar year of service, the maximum accumulation of sick leave will be twenty-five (25) sick leave days provided no sick leave days have been applied for and granted during the calendar year.
- b) If an Employee is required to take time off for occasional illness, such Employee may draw from his or her sick leave accumulation. In the case of an illness or injury requiring a longer absence from work, the Employee may also elect to draw from the sick leave accumulation prior to accessing Employee's Short Term Disability benefits under this Agreement.
- c) If an Employee is not able to work because of illness or injury, such Employee must notify the Employee's Manager immediately so that the Employee's responsibilities can be taken care of while the Employee is away. Employees must also keep their Manager advised each day they are absent, and where possible provide an estimated return to work date.
- d) Employees may be required by the Employer to provide a medical certificate to prove their illness.
- e) At the end of each year, a maximum of 10 days of unused sick leave will be banked. If there are unused sick leave days remaining at the end of the calendar year (over and above the banked 10 days), those sick leave days will be converted to paid vacation days on a 5 to 1 basis (i.e. 5 sick days will be converted to 1 vacation day). Employees must have ten (10) days of sick leave "banked" before any unused sick days can be converted to vacation days. The maximum number of sick days that can be converted to vacation days within a calendar year is 25, for a total maximum of 5 converted vacation days. No portion of accrued sick time of less than five (5) days is eligible to be exchanged for vacation days.

10.32 **Education and Training Fund**

- a) The Employer shall contribute to the Union the sum of five cents (\$.05) per hour per employee for each hour worked for education and training of Union members.
- b) The money shall be made payable to USW, Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide the necessary information regarding amounts paid for each employee.

10.33 **Employee Records**

- i) The employee records file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- ii) No negative comments or report about any Employee shall be placed in any employee

record file unless the Employee concerned is first given a copy of the information.

- iii) Employee records files, as referred to in this Agreement, shall include all methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.

10.34 Employee Access to Employee Record File

An Employee shall have the right to read and review his/her employee record file, upon reasonable notice and by written request to the Employer. Employees will be given 30 minutes on their own time, if so requested to review their file. On request the Employee shall be provided with copies of any document or record contained in the Employee's record file. At no time shall an Employee remove nor alter any documents from the file without prior agreement.

10.35 Discipline

When the employer meets with an employee in order to inform him/her of formal disciplinary action to be taken, a Union representative may accompany the employee, if one is reasonably available. For the purpose of this Article, "formal disciplinary action" refers to written warnings, suspension or discharge

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.
- 11.02 It is generally understood that an Employee has no complaint or grievance until he, either directly or through the Union, has first given the Employee's manager an opportunity to adjust the complaint.
- 11.03 If, after registering the complaint with the Manager, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing to the Manager either directly or through the Union. The Manager will meet with the Employee's Union Steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The Grievor may be present at this meeting, if requested by either Party. The Manager will within a further one (1) working day give the Employer's answer on the grievance form, and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated management representative, who shall within three (3) working days, hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union and the Grievor may be present at this meeting, if requested by either Party. The Employer's representative will within a further two (2) working days give the Employer's decision in writing to the Union on or attached to the grievance form.

- 11.04 The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the Grievor or the Union first become aware of the alleged violation of the Agreement.
- 11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.
- 11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the office to view disputed operations, and to confer with the necessary witnesses.

11.07 Discharge and Disciplinary Action

- a) A claim by an Employee, that he or she has been warned, discharged or suspended, without just cause, will be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance procedure within ten (10) working days after the Employee receives notice that he or she has ceased to work for the Employer or returns to work after a suspension, as the case may be.

Such special grievance may be settled by any arrangement, except loss of seniority, which in the opinion of the conferring Parties, or an Arbitrator under this Agreement, is just and equitable.

- b) When an Employee has been dismissed without notice, the Employee will have the right to interview his or her Shop Steward for a reasonable period of time before leaving the Employer's premises.
- c) All derogatory notations on an Employee's record shall be removed after a twelve (12) month period when the Employee has not had any similar violations, unless it involves harassment, in which case the notations shall remain for the entire period of employment.
- d) (i) The Employer shall not take disciplinary action without first warning the employee.
- (ii) Warnings shall be given in writing to the employee, and a copy shall be provided for the Union.

ARTICLE 12 - EXPEDITED ARBITRATION

- 12.01 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps.
- 12.02 The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.
- 12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) consecutive calendar days after referral to Expedited Arbitration.
- 12.04 The Union and Employer agree that grievances referred to Expedited Arbitration will be adjudicated by a list of Arbitrators as follows:

1. Dalton Larson
2. Vince Ready
3. Ron Keras
4. David McPhillips

- 12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- 12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 12 and all arbitrations referred under Article 12 must be held within ninety (90) consecutive calendar days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARBITRATION

- 12.07 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.08 Any matter referred to arbitration, as provided is 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. Dalton Larson
 2. Vince Ready
 3. Ron Keras
 4. David McPhillips
- 12.09 The arbitrator will have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.
- 12.10 The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.
- 12.11 The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.12 If, during the life of this Agreement, one of the Arbitrators names in 12.08 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 12.13 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.14 No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 12.15 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but

will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

- 12.16 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.
- 12.17 At arbitration the Employer will compensate the Grievor, the Grievor's steward, the local union president and up to three necessary witnesses for time spent at the arbitration hearing, including an allowance of one-half hour for time used by such employees to travel from work to the hearing, and one-half hour for time used to return to work.
- 12.18 It is hereby agreed by both parties that the Employer will not subpoena or call as a witness in any arbitration proceedings any Employee from the bargaining unit, or use a signed affidavit or a deposition from a bargaining unit employee. It is also agreed that the Union will not subpoena or call as a witness in such proceedings any Manager of the Employer, or use a signed affidavit or a deposition from a Manager of the Employer.

Clause 12.18 will not apply in cases of harassment or violence.

ARTICLE 13 – WELLNESS AND WELFARE

- 13.01 During the term of this Agreement, the Employer will provide the Group Health Insurance Benefits as stipulated in Great West Life Policy# 155940, for all Employees and their eligible dependents.
- 13.02 Vision Care benefits will be changed to \$500 every 24 months, and Major Dental Coverage will increase to 80%.
- 13.03 To support and encourage Employee health and wellness, the Employer will reimburse the Employee for fifty percent (50%) of the cost of a structured fitness program, to a maximum of five hundred dollars (\$500) each calendar year.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 An employee with twelve (12) or more months of services will be allowed a short term leave of absence without pay for personal reasons, if:
 - a) The Employee requests it in writing from the Employer, 30 calendar days prior to the requested leave start date when reasonably possible to do so, and
 - b) The leave is for a good reason, and does not interfere unduly with operations, except in emergency situations when leave will be granted in any event.
- 14.02 One (1) Employee who has been elected or appointed by the Union to attend union conventions or conferences or other union business shall be granted unpaid leave of absence for this purpose. The Union will notify the Employer in writing, not less than five (5) working days prior to the start of the leave, of the name of the delegates.
- 14.03 Legitimate union business of two (2) shifts or less will be considered a valid reason for unpaid leave of absence. The Union agrees to give the Employer as much prior notice as possible of such leave. In addition, the Union agrees to have regard to the Employer's operational requirements when requesting such leave. This leave will be limited to a total of two (2) Employees at any one time.

14.04 The Employer will grant an employee an unpaid leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The Union agrees to have regard to the Employer's operational requirements when requesting such leave. The employee must request the leave of absence in writing, and the Union must approve it. This leave may be extended for additional three (3) year periods by mutual agreement.

14.05 Maternity, Parental and Adoptive Leaves

In Maternity, Parental and Adoptive leaves, the Employee may apply for financial assistance through Employment Insurance. EI pays benefits for fifteen (15) weeks for Maternity leave and thirty-five (35) weeks for Parental or Adoptive leave. In a Parental or Adoptive leave, these benefits are available to the mother or father or can be split between the parents.

Maternity, Parental and Adoptive leaves will be granted in accordance with provincial and federal employment legislation. Employees qualifying for leave will be paid 93% of salary during the two (2) week waiting period. For the fifteen (15) week Maternity leave and for the first thirteen (13) weeks of Parental or Adoptive leave, GWC will top up the salary over and above the EI benefits to 93% of salary, for a total of up to thirty (30) weeks of leave. This payment will be offset to take into account any Employment Insurance commission benefits or other earnings received by the employee. The Employee may choose to have the total amount payable by the Employer for the 30 week period allocated instead to a full fifty-two (52) weeks.

A birth father is entitled to up to three (3) days leave with pay after the birth date of the child. The Employee may take up to three (3) days together or separately within two (2) weeks of the birth date. Employees utilizing the three (3) day paid leave must notify their direct reporting manager and Human Resources of the expected due date of the baby.

During either a Maternity, Parental or Adoptive leave, the Employee's seniority will not change, and salary will not change except as outlined in Appendix "A". Upon returning to work, an Employee will be reinstated to his/her previous position. If this is not possible, the employee will be reinstated to a comparable position.

The Employee's benefits package and the Employer's contribution to the Employee's RRSP plan remain the same. The Employee's vacation and sick leave benefits are separate from a Maternity leave and are not affected. For Parental or Adoptive leaves, however, the Employee's paid vacation and sick leave entitlements are prorated for the time the Employee is away.

ARTICLE 15 - WAGES

15.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Appendix "A" attached hereto, and forming a part of this Agreement.

15.02 Temporary Transfer

An employee who is temporarily transferred to meet the Employer's convenience to another job for which the regular rate is less than that which the employee is receiving, the Employee shall retain his or her former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.

15.03 New or Changed Job Classification

a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job

classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

- b) If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

15.04 **Rate Retention**

All employees with seniority who have received a classification rate for ten (10) shifts or more will, if reduced to a lower rated classification, continue to retain and receive the higher rate for thirty (30) calendar days. If the employee reverts to a higher rated job during the aforementioned thirty (30) day period of rate retention and is subsequently moved to a lower rated job, the employee will continue to re-qualify himself/herself for a thirty (30) day retention period each time the Employee reverts to the employee's higher rated job.

ARTICLE 16 - JOB POSTINGS

16.01 All jobs in the bargaining unit which will be vacant for more than thirty (30) calendar days, and all new jobs will be posted *by email and held open for application* for three (3) full workdays. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.01 of this Agreement. The job posting procedure will be completed prior to outside recruiting or advertising.

16.02 For the purpose of this Agreement, a vacancy will be defined as any unfilled position where there is work being performed.

16.03 **Temporary job posting**

- a) Temporary job openings in the bargaining unit which are not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.

- b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 of the collective agreement.

16.04 **Trial Period**

- a) The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

- b) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion the employee is not performing efficiently, or the employee wishes to do so, the employee will revert to his/her immediate previous job, without loss of seniority.

- c) If additional employees are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

16.05 When a new position outside the bargaining unit is created, the Company will give a copy of the job content to the Unit President.

16.06 **Temporary Employees and Temporary Agency Personnel**

The Employer can hire temporary employees for a period not to exceed *120 workdays and not to exceed seven (7) consecutive months*. Both parties agree that this clause will not be used to reduce the number of regular full time positions available in the bargaining unit.

The Employer may also hire personnel through a Temporary agency for a period not to exceed thirty (30) working days. Upon request, the Employer will provide the Union President or Designate with a report of Temporary agency usage on a quarterly basis. In lieu of Union dues on Temporary agency usage for the prior year, the Employer agrees to remit \$250 to the Union at the time of the December Union Dues remittance.

Employees employed to work during the period do not acquire seniority rights and benefits under Article 8 of the Parties Collective Agreement,

It is agreed that the temporary employees hired will be covered by all provisions of this Agreement except the following:

Article 5	Hours of Work and Overtime
Article 6	Office Holidays
Article 7	Vacation with Pay
Article 10.07	Notice of Lay Off
Article 10.08	Recall Procedure
Article 10.13	Long Term Bonus Program
Article 10.14	Training
Article 10.27	Severance Pay
Article 13	Wellness and Welfare
Article 14	Leave of Absence
Article 16	Job Postings
Article 17	Pension

It is further agreed that such temporary employees will be covered by the Employment Standards Act where exempted above.

It is agreed that Temporary employees will be paid according to the wage schedule in Appendix "A", with the exception of the initial 8 weeks of employment when the Temporary employees will be paid a wage equal to 4% below the wage schedule.

ARTICLE 17 – PENSION/RRSP

- 17.01 The Employer's pension plan is in the form of an RRSP. At the end of each calendar year Employees are given 5% of that year's base earnings to be invested in an RRSP. These funds must remain in the RRSP of the Employee's choice while the Employee is employed by the Employer. Employees should be ready to provide, upon request, an annual statement verifying these funds have been deposited in an RRSP.
- 17.02 Employees who retire or voluntarily terminate their employment will have the option within 30 days of the employment termination date to convert the Group Life Insurance Policy to an Individual Life Insurance Policy. The Premium will be the retiring Employee's responsibility.
- 17.03 Employees who retire with at least five (5) years of continuous service will be provided with a travel certificate in the amount of \$100.00 for each year of service.

ARTICLE 18 – WORK PLACE POLICIES

18.01 The Employer agrees to discuss with the Union prior to changing any workplace policies that may affect Employees in the Bargaining Unit (those policies found in the HR Policy Manual). It is agreed that the Employer has sole discretion to add, modify or delete workplace policies. It is further agreed where a policy is in conflict with the Collective Agreement, the Collective Agreement will prevail.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement shall be for the period from and including January 1, 2009 to and including December 31, 2011 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is December 31, 2011, or immediately preceding the last day of December in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

19.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

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

IN WITNESS WHEREOF the Parties executed this Agreement this _____ day of _____, 2009.

On Behalf of the Employer
GROWTH WORKS CAPITAL LTD.

On Behalf of the Union
UNITED STEELWORKERS, ON BEHALF OF LOCAL UNION 2952

APPENDIX "A"

WAGE SCHEDULE

Increase	1.50%			2.00%		
	Y2009			Y2010		
Classification	Annual Salary	Rate/Hour	Concession	Annual Salary	Rate/Hour	Concession
Accounting Assistant	43,368.20	23.83	4.70	44,235.56	24.31	4.70
Junior Accountant	47,039.38	25.85	5.09	47,980.17	26.36	5.09
Accounts Payable	47,039.38	25.85	5.09	47,980.17	26.36	5.09
Intermediate Accountant	50,252.85	27.61	5.44	51,257.91	28.16	5.44
Senior Accountant	56,728.54	31.17	6.14	57,863.11	31.79	6.14
Client Services Agent I	43,368.20	23.83	4.70	44,235.56	24.31	4.70
Client Services Agent I (Bilingual)	45,102.93	24.78	4.70	46,004.99	25.28	4.70
Client Services Agent II	49,720.57	27.32	5.38	50,714.98	27.87	5.38
Client Services Agent II (Bilingual)	51,709.39	28.41	5.38	52,743.58	28.98	5.38
Client Services Agent III	53,214.15	29.24	5.76	54,278.43	29.82	5.76
IT Support Specialist	43,368.20	23.83	4.70	44,235.56	24.31	4.70
Systems Administrator I	50,252.85	27.61	5.44	51,257.91	28.16	5.44
Systems Administrator II	54,810.00	30.12	5.93	55,906.20	30.72	5.93
Investment Assistant I	43,368.20	23.83	4.70	44,235.56	24.31	4.70
Investment Assistant II	49,720.57	27.32	5.38	50,714.98	27.87	5.38
Investment Assistant III	53,214.15	29.24	5.76	54,278.43	29.82	5.76
Marketing Assistant I	46,545.04	25.57	5.04	47,475.94	26.09	5.04
Marketing Assistant II	50,165.57	27.56	5.43	51,168.88	28.11	5.43
Marketing Coordinator I	50,165.57	27.56	5.43	51,168.88	28.11	5.43
Marketing Coordinator II	54,363.40	29.87	5.89	55,450.67	30.47	5.89
Labour Liaison I	50,165.57	27.56	5.43	51,168.88	28.11	5.43
Labour Liaison II	52,272.50	28.72	5.66	53,317.95	29.30	5.66
Administrative Assistant	43,368.20	23.83	4.70	44,235.56	24.31	4.70
Senior Administrative Assistant	49,720.79	27.32	5.38	50,715.21	27.87	5.38
Receptionist/Admin Assistant	43,368.20	23.83	4.70	44,235.56	24.31	4.70

APPENDIX "A"

WAGE SCHEDULE – cont'd

Increase	2.00%		
	Y2011		
Classification	Annual Salary	Rate/Hour	Concession
Accounting Assistant	45,120.27	24.79	4.70
Junior Accountant	48,939.77	26.89	5.09
Accounts Payable	48,939.77	26.89	5.09
Intermediate Accountant	52,283.07	28.73	5.44
Senior Accountant	59,020.38	32.43	6.14
Client Services Agent I	45,120.27	24.79	4.70
Client Services Agent I (Bilingual)	46,925.09	25.78	4.70
Client Services Agent II	51,729.28	28.42	5.38
Client Services Agent II (Bilingual)	53,798.45	29.56	5.38
Client Services Agent III	55,364.00	30.42	5.76
IT Support Specialist	45,120.27	24.79	4.70
Systems Administrator I	52,283.07	28.73	5.44
Systems Administrator II	57,024.32	31.33	5.93
Investment Assistant I	45,120.27	24.79	4.70
Investment Assistant II	51,729.28	28.42	5.38
Investment Assistant III	55,364.00	30.42	5.76
Marketing Assistant I	48,425.46	26.61	5.04
Marketing Assistant II	52,192.26	28.68	5.43
Marketing Coordinator I	52,192.26	28.68	5.43
Marketing Coordinator II	56,559.68	31.08	5.89
Labour Liaison I	52,192.26	28.68	5.43
Labour Liaison II	54,384.31	29.88	5.66
Administrative Assistant	45,120.27	24.79	4.70
Senior Administrative Assistant	51,729.51	28.42	5.38
Receptionist/Admin Assistant	45,120.27	24.79	4.70

**Letter of Understanding
between
GROWTHWORKS CAPITAL LTD.
and
UNITED STEELWORKERS, LOCAL 2952**

Neutrality in Organizing Campaigns

1. The Employer agrees that, where the United Steelworkers are seeking to represent employees at another worksite of the Employer, subsidiary or related-company, the Employer will not object to representation by the United Steelworkers.
2. The Employer agrees to comply with applicable labour legislation and, whether or not the following constitute an unfair labour practice under the law, the Employer will not:
 - a. Circulate or cause to be circulated any materials that are designed to discourage employees from freely choosing to join the United Steelworkers. This includes, but is not limited to, communicate in a negative, derogatory or demeaning nature about the Union (including the other party's motives, integrity, character or performance) or about labour unions in general.
 - b. Engage in conduct, threats, misrepresentations, or delaying tactics to frustrate the desires of the employees or interfere with the employee efforts to join the Steelworkers.
 - c. Provide any support or assistance of any kind to any person or group, which is opposed to the United Steelworkers or to the Union representing employees of the Employer, subject only to the Employer's compliance with any legal obligation to allow such person or group reasonable access to employees consistent with that provided to the Union pursuant to paragraph 4 below.
3. The Employer agrees, upon request from the Union, to provide the union with a list of all employees in the bargaining unit proposed by the Union, subject to the applicable Provincial or Federal Privacy legislation. The list will be provided to the Union within one week of said request and the list will be in the alphabetical order (last name first) and will show the employee's full name, date of hire, classification, department or plant, home phone number and home address including postal code.
4. The Employer also agrees to provide the Union with reasonable access to employees in non-work areas (parking lots, break areas, cafeterias, etc.) during work breaks. The Union agrees that it will not disturb employees during work hours or in work areas.
5. The Employer further agrees, upon request of the Union, to circulate a letter to all of its employees whom the Union is seeking to organize expressing that it is not opposed to them joining the United Steelworkers.
6. Where the Union has signed-up to membership in the Union a majority of the Employer's employees at a worksite not represented by the Union, the Union may request a mutually agreeable arbitrator to perform a "card-check" to determine whether the Union has 50% plus one support of the workers, as follows:

- i. The Union will set-out an appropriate bargaining unit description and proposed bargaining unit member list, the Employer will set out any objection to that description or list and will discuss the matter with the Union in an effort to reach agreement, failing which the Union will set out a final reply,
 - ii. The Employer will provide to the arbitrator appropriate records to review and verify the cards,
 - iii. The Union will provide the cards for inspection by the arbitrator, and
 - iv. The arbitrator will certify the results of the count and decide any outstanding issue with respect to the appropriateness and composition of the bargaining unit.
7. Where the Union demonstrates majority support as certified by the arbitrator, for an appropriate bargaining unit (pursuant to the Parties agreement or the Arbitrator's decision) the Employer agrees to recognize the Union as the bargaining agent for the bargaining unit and commence collective bargaining in good faith with the Union.
8. If a tentative agreement is not reached within six (6) months of negotiations, the parties agree to submit all unresolved issues to interest arbitration.

Any alleged violations of this agreement, including conduct during an organizing campaign, and/or disputes such as definition of the appropriate unit, etc., will be resolved by a decision of the arbitrator on an expedited basis rendered not later than twenty-one (21) days after the party's demand for arbitration. The designated arbitrator shall have complete authority to remedy any violations of this agreement, including the authority to certify the results of a card check.

**Letter of Understanding
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UNITED STEELWORKERS, LOCAL 2952**

Alternative Work Schedules

The Employer agrees to be open to discuss the offering of Alternative Work Schedules during the term of this Collective Agreement. An Alternative Work Schedule can take the form of a Compressed Work Week or a Reduced Work Week. Either the Union or the Employer may propose the opening of the discussion.

**Letter of Understanding
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GROWTHWORKS CAPITAL LTD.
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Market Review of Accounting Wages

The Employer agrees to conduct a market review of the wages of the below classifications by April 30, 2009. The Employer will provide a copy of the market review to the Union. Wages for classifications found to be below market levels will be increased retroactive to January 1, 2009. Payment for retroactive and current increases will be paid to employees by April 30, 2009. Wages for classifications found to be on or above market levels will follow the wage schedule in Appendix A.

Accounting Assistant
Junior Accountant
Accountant
Senior Accountant