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THIS AGREEMENT made effective this 30<sup>th</sup> day of August 2008.

BETWEEN: **RECALL SECURE DESTRUCTION SERVICES**  
(Hereinafter referred to as “the Company”)

AND: **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION LOCAL 114 (CAW-CANADA)**  
(Hereinafter referred to as “the Union”)

## **PREAMBLE**

The Union and the Employer agree that it is mutually beneficial and desirable to promote cordial relations, a healthy and productive working environment and to that end have set forth in this agreement the wages and working conditions for employees and a method for the orderly adjustment of differences. The parties agree to co-operate fully in the promotion and achievement of these objectives.

## **ARTICLE 1 - RECOGNITION**

### **1.01**

#### **a) Exclusive Agent For All Working Conditions**

The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 1.02 hereof, for the purpose of determining all wages, working conditions and conditions of employment.

#### **b) No Individual Contracts**

For greater certainty, no employee shall enter into any individual contract or agreement with his/her employer concerning the conditions of employment or varying the terms and conditions of employment contained herein.

### **1.02 Definition of Employee**

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered by the certification issued under the Labour Relations Code of British Columbia.

### **1.03 Bargaining Unit Work**

Management or non-bargaining unit employees shall not perform normally performed by the bargaining unit, other than in emergency circumstances or for training or supervisory purposes.

### **1.04 Work Retention and Sub-Contracting**

The Employer shall not contract out work servicing customers within the lower mainland (including the Sunshine Coast, Whistler and out to Hope), or within two hundred (200) kilometres of Victoria and Kelowna if this would result in a layoff or reduction of hours to any bargaining unit employee.

## **ARTICLE 2 - MANAGER'S RIGHTS**

### **2.01**

The Union agrees that, subject to the provisions as set out in this agreement it is the exclusive right of management to:

- a) Maintain order, discipline, and efficiency.
- b) Hire, transfer, promote, demote, or layoff employees and to suspend, discharge or otherwise discipline employees, subject to the right of an employee to lodge a grievance in the manner and the extent herein provided.
- c) Manage the business enterprise in which the company is engaged, and without restricting the generality of the foregoing, to determine the number and location of operations, the services to be provided, the methods of operating, schedules of service, kinds and locations of machines, tools or equipment to be used, and to determine and establish standards of performances for all machines, operations and employees.
- d) Establish, supplement, alter and enforce reasonable rules and regulations to be observed by employees, provided that such rules and regulations are not inconsistent with the provisions of this agreement.

## **ARTICLE 3 – UNION DUES**

### **3.01**

#### **a) Deduction of Union Dues**

The Employer agrees to deduct either bi-weekly or once each month, from the earnings of each employee covered by this agreement, upon receipt of an authorization signed by each employee, such sum by way of monthly dues, dues in arrears, and/or assessments, as may be fixed by the Local Union's Constitution and bylaws. The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union, within fifteen (15) days of said deduction and in the manner provided for in Sub-Section (b) hereof.

#### **b) Names of Employees Deducted**

The Employer when remitting dues shall provide the names and classification of employees from whose wages the deductions have been made, and the amount so deducted from each employee.

#### **c) Dues Cheque to Local**

Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary Treasurer monthly.

**d) Familiarization of New Employees**

All new employees, upon being hired shall be presented with a copy of the current collective agreement, benefits booklet, names of the Shop Stewards and the company will ensure the new member fills out the union application card and the card is sent to the union office.

**e) Union Dues on T- 4 Slip T**

The Employer shall show on each employee's T4 slip, the amount of Union dues deducted.

**3.02 Maintenance of Union Membership**

All present employees who are members of the Union and all future employees must maintain Union membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Employer to implement the provisions of Section 3.01(a).

**3.03 Access by Union Representative**

The duly authorized Union Representative(s) shall be allowed reasonable access to the Employer's premises and shall be accompanied by a company representative, provided sufficient advance notice is- given to the Employer whenever possible.

**3.04 Time off to Handle Grievances**

The Departmental Shop Steward selected by the Union shall be allowed reasonable time off during working hours, subject to operational requirements, in connection with the handling of a grievance, provided that permission is received in advance from his/her supervisor. Such permission shall not be unreasonably withheld and time spent in handling grievances during regular working hours shall be considered time worked.

**3.05 Union Bulletin Board**

The Employer will provide a Union bulletin board in the lunchroom for the purpose of posting official Union notices, which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

**3.06 Copy of the Agreement**

The Company agrees to provide a copy of the collective agreement to all employees. In addition the Employer shall provide an updated booklet of all benefit plans referred to in this Collective Agreement.

The Union and the Company shall co-share the costs of producing the Collective Agreement in house at the Union Local, with each paying fifty percent (50%) of the costs.

### **3.07 Paid Education Leave**

The Employer agrees to pay into a special fund one cent (¢.01) per hour per employee for all regular hours worked for the purpose of providing paid education leave. Such leave shall be for upgrading the employee's skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification. Cheques shall be made payable to:

CAW Leadership Training Fund  
CAW Canada  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

### **3.08 New Member Orientation**

The Company will introduce new employees to a Union Shop Steward within the first three (3) days of their employment or as soon as a Shop Steward is available, and such introduction shall take place on Company paid time for not more than thirty (30) minutes.

## **ARTICLE 4 – HOURS OF WORK AND OVERTIME**

### **4.01 Normal Hours Of Work**

The normal hours of work shall be as follows:

a) No more than five (5) consecutive days in a workweek and eight (8) hours per day;

**Or**

b) No more than four (4) consecutive days in a workweek and ten (10) hours per day;

This is not a guarantee of hours, with the exception that employees on four-ten (4x10) hour shifts shall be guaranteed a minimum of thirty-five (35) hours work per week including overtime hours.

### **4.02 Overtime Distribution**

Hours worked outside these hours (Article 4.01) shall be paid at overtime rates.

The parties agree that it is preferable to keep overtime to a minimum, and no employee shall not

be required to work more than four (4) overtime shifts per calendar month, unless by mutual consent of the employee concerned. A shift shall be defined as any piece of work of four or more hours.

#### **4.03 Overtime Rates**

- a) Overtime will be paid at one and a half (1 ½) times the hourly rate for hours outside the scheduled hours, for up to 11 hours per day or 48 hours per week (not counting daily overtime).

Overtime over 11 hours per day or 48 hours per week will be paid at two (2) times the hourly rate.

#### **Overtime Bank**

- b) The parties agree that an employee may notify the Company that he/she wishes to “bank” any overtime hours worked, up to a maximum of fifty-six (56) hours, to be taken as paid personal time off or paid out at a future date or a combination thereof. The overtime hours banked shall be the hours the employee would otherwise be paid at the applicable overtime rate had he/she taken pay (ie – overtime worked at double time will be two hours banked time at regular pay.

When banked time is taken as personal time off, the rate of pay for such hours shall be the rate the employee was earning at the time the overtime was worked. When an employee takes paid time off as provided herein, it shall be without loss of benefits.

When a layoff becomes necessary the Company may confer and mutually agree with the Union upon a plan for employees to take banked personal time off in order to avoid a layoff.

An employee will be entitled to take banked personal time off on short notice provided the Company and the employee mutually agree. Vacation time off will take priority over banked time off and there shall be no paid time taken during the months of June through September. Where two or more employees request to take the same day off, paid time will be granted on the basis of seniority.

#### **4.04 Consecutive Days Off**

Employees on five-eight (5x8) hour shifts shall receive two (2) consecutive days off in each workweek, employees on four-ten (4x10) hour shifts shall receive three (3) days off in each workweek.

#### **4.05 Allocation of Work Schedules**

- a) Where the employer establishes the work schedules as set out in both 4.01(a) and (b) the available schedules shall be posted at least two weeks prior to implementation.

- b) When the employer establishes a new shift comprising of four-ten (4x10) hour days or an existing four-ten (4x10) hour shift is vacated, it shall be offered to qualified employees not already working a four day shift in order of seniority.

An employee who starts a four-day shift may not seek to revert to a five-day shift for a minimum period of six months.

#### **4.06 Schedule-Information**

- a) The schedule shall be placed in the Lunch Room and shall include the following information for each scheduled employee:

- Employee's name
- Classification - job title
- Department
- Days worked
- Days off
- starting and anticipated finishing times

b) **Employer's Responsibility**

It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of the employee to inform himself/herself of the information contained in the posted work schedule.

#### **4.07 Definition Of Work Week**

A "work week" shall be defined, as 12:01 am Monday to 12:01 midnight Sunday.

#### **4.08 Meal Periods**

Employees shall be granted an unpaid luncheon period of one half (1/2) hour during their shift.

Members who are required by the company to work through their lunch period shall be compensated at the applicable rate of pay.

#### **4.09 Rest Periods**

All employees working a shift of six (6) hours or more duration shall be allowed two (2) fifteen (15) minute rest periods each day on Company paid time.

Employee(s) who work a shift of twelve (12) hours or more in duration shall receive a third fifteen (15) minute company paid rest period.

#### **4.10 Minimum Rest Between Shifts**

The Employer agrees that there shall be a minimum of ten (10) hours rest between shifts.

#### **4.11 Change to Start Time**

The employer will give two (2) weeks notice to an employee of any change to their regularly scheduled start time. Any changes will be done first by seniority, then in order of reverse seniority.

### **ARTICLE 5 - VACATIONS**

#### **5.01 Vacation Entitlement and Pay**

Every employee is entitled to vacations and vacation pay based on completed calendar years of service as follows (monetary accrual does not occur during layoff or a leave of absence in excess of ten days, with the exception of periods for which the employee receives WCB wage loss benefits):

- a) During the first calendar year of a new employee's employment, he/she shall receive vacation time off and vacation pay at four (4%) percent prorated according to the proportion of a calendar year worked prior to January 1st.
- b) **One to Three Calendar Years of Completed Service**  
  
Two (2) weeks off with pay based on two weeks regular hours or four (4%) percent of gross earnings in the previous calendar year, whichever is greater.
- c) **Four to Eight Calendar Years of Completed Service**  
  
Three (3) weeks off with pay based on three weeks regular hours or six (6%) percent of gross earnings in the previous calendar year, whichever is greater.
- d) **Nine to Fifteen Calendar Years of Completed Service**  
  
Four (4) weeks off with pay based on four weeks regular hours or eight (8%) percent of gross earnings in the previous calendar year, whichever is greater.
- e) **Sixteen or More Calendar Years of Completed Service**  
  
Five (5) weeks off with pay based on five weeks regular hours or ten (10%) percent of gross earnings in the previous calendar year, whichever is greater.

#### **5.02 Vacation Pay on Termination**

Employees who leave the employ of the Company will be paid all outstanding and accrued vacation pay at the time of severance in accordance with the vacation schedule.

#### **5.03 Effect of Stat Holiday During Vacation Period**

Should a Statutory Holiday occur on a normal workday while an employee is on annual vacation, he/she shall receive an additional day off with pay.

**5.04 No Vacation - No Vacation Pay**

No vacation pay shall be paid for vacations not taken.

**5.05 Vacation Scheduling**

- a) Vacation scheduling shall be arranged during the month of February of each year in accordance with seniority within a department. The vacation schedule shall be posted by February 1<sup>st</sup> of each year and confirmed by March 1<sup>st</sup>. It is agreed that no more than two (2) employees in each department shall be away on vacation at any one time, unless otherwise mutually agreed to. Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees, who do not apply for vacation periods until after March 1<sup>st</sup>, will be fitted into the remaining available vacation times on a "first come, first served" basis. Employees may schedule their vacations a week at a time.
- b) All unscheduled vacations will be assigned by the Company after September 1<sup>st</sup>.

**ARTICLE 6 – STATUTORY HOLIDAYS**

**6.01 Qualification for Statutory Holiday Pay**

In order for an employee to qualify for Statutory Holiday pay he/she must have been in the employ of the Company for thirty (30) calendar days and have worked his/her last scheduled shift before and the first scheduled shift after a Statutory Holiday unless he/she was excused from working that shift for one or more of the following reasons:

- i) Absence due to illness or injury commencing within thirty (30) days immediately prior to the Statutory Holiday;
- ii) Was, at the employee's request, excused for work on his/her last- scheduled shift before or first scheduled shift after the Statutory Holiday by his/her immediate supervisor.

**6.02 Payment for Statutory Holidays**

**a) Designated Holidays**

Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they were scheduled for work on the Statutory Holiday. The designated Statutory Holidays shall be:

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

In addition, any other day proclaimed as a Statutory Holiday by the Provincial or Federal Government.

**b) Forty (40) Hours or More**

If an employee works an average of forty (40) hours or more per week, he/she will be paid eight (8) hours pay or ten (10) hours pay, as appropriate for the holiday.

An employee who works less than forty (40) hours a week will have his/her pay prorated accordingly.

**c) Pay When Holiday Worked**

An employee, who is scheduled by the employer to work on a Statutory Holiday, shall be paid one and one-half times his/her normal wage rate for any hours so worked, on all Statutory Holidays in addition to the payment provided for in (a) above.

**6.03 Stat Holiday During Day Off**

Employees shall receive another day off, with pay, for any Statutory Holiday that falls on their regular day off.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

**7.01 Grievance Procedure**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement including whether a matter is arbitral shall be dealt with in the following manner:

- a) Step 1** An employee, a Steward or a Local Union official may submit a grievance in writing within ten (10) working days of the employee's knowledge of the incident or occurrence-giving rise to the grievance. The Site Manager must respond in writing within five (5) working days.
- b) Step 2** Failing satisfactory response at Step 1 and within seven (7) working days of the Employer's written response in Step 1, the Union's grievance representative may submit the grievance to the Regional Manager who shall render his/her decision within five (5) working days, after receipt of the grievance.
- c) Step 3** Failing satisfactory settlement at Step 2, and within fifteen (15) working days of the Employer's written response at Step 2, the Union may refer the grievance to arbitration.

**7.02 Discharge and Other Major Grievances to Step 3**

Group, Union, Policy, or Discharge Grievances shall be admitted at Step 2 of the Grievance Procedure.

### **7.03 Processing of Grievances**

**a) Disclosure**

The Union agrees that grievance forms shall contain details sufficient for the Employer to respond. The Employer agrees to provide written response, which contains sufficient details to enable the Union to respond.

**b) No Further Discussion Without Union Consent**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into any negotiation with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union Representative.

**c) Grievor Attendance**

The Grievor may elect to be present at any stage of the Grievance Procedure.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Procedure**

Any grievance arising out of this Agreement, which cannot be settled, by the Employer and the Union, under the grievance procedure as per Article 8 of this Agreement, shall be determined in the following manner:

**a) Single Arbitrator**

The Parties agree that a single Arbitrator shall be used as provided for in the Labour Relations Code of British Columbia. Arbitrators shall be rotated in alphabetical order. Those Arbitrators shall be James Dorsey, Rod Germaine, Joan McEwen, and Bob Blasina.

**b) Award Within Fifteen Days**

The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated and make his/her award within fifteen (15) days from the date of the hearing. This time limit may be extended by the mutual agreement of the Parties.

**c) Final and Binding**

The decision of the Arbitrator shall be final and binding on both Parties.

**d) Half the Cost**

Each Party shall bear half (1/2) the cost of the Arbitrator.

**e) No Authority to Amend**

The Arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

**ARTICLE 9 - DISCIPLINE**

**9.01 Just and Reasonable Cause**

The Employer agrees that a non-probationary employee can only be disciplined for just and reasonable cause.

**9.02 Written Reasons**

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

**9.03**

**a) Acknowledging Discipline**

Whenever an employee is required by the Employer to sign a document pertaining to discipline he/she does so only to acknowledge that he/she has been notified accordingly.

**b) Shop Steward Shall be Present**

The Employer agrees that if the Employer chooses to implement written discipline, suspension, or discharge of an employee, the Shop Steward shall be present at any meeting between the Employer and the employee for the purpose of informing the employee of the Employer's choice of action.

If no Steward is available then the Union member may choose a witness from the bargaining unit who is readily available.

**9.04 Recorded Complaints**

Written warnings and or suspensions shall be removed from an employee's disciplinary record after the completion of eighteen (18) months of active service (except vacations and leaves of absence up to two (2) weeks) without further discipline.

**9.05 Freedom of Information**

The Employer agrees that an employee shall have access to his/her personnel file upon request. An employee will receive a copy of any document placed on their file and may also register his/her objection to any inaccurate entries on file, which shall also then be included in the file.

**9.06 Right to Refuse to Cross Picket Line**

An employee covered by this agreement shall have the right to refuse to cross a legal picket line.

## **ARTICLE 10 - HEALTH AND SAFETY AND THE ENVIRONMENT**

### **10.01 Responsibility For Safety and Health**

The Employer agrees that it is responsible for making adequate provisions for the health and safety of employees. The employees and the Union agree that employee's share responsibility for their health and safety and agree to co-operate fully with the Employer in all matters of health and safety, including conducting themselves in accordance with all health and safety rules.

### **10.02 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and B.C. Workers' Compensation Board regulations.

### **10.03 Safety Committee**

It is mutually agreed that a safety committee consisting of not more than three (3) employees selected by the Union and not more than three (3) Employer representatives will meet not less frequently than once a month at a mutually agreeable time. Minutes of such meetings will be posted on the notice board.

### **10.04 Union Rep to Accompany Inspectors**

When an inspection of the operation is made by an inspector authorized to enforce the Workers' Compensation Regulations, or any act or regulations pertaining to industrial health and safety, a Union representative of the Safety Committee shall be in the tour, and a copy of the inspector's report shall be made available to the Safety Committee.

### **10.05 Access to Records**

The Safety Committee and the representatives thereof shall have full access to accident reports and safety related investigation reports in the possession of the Employer provided to and by the Workers' Compensation Board and the Government or its agencies.

### **10.06 Right To Refuse Dangerous Work**

Where an employee has reasonable cause to believe that:

- a) The use or operation of a machine, device or thing would constitute an imminent danger to the Employee
- b) A condition exists in any place that would constitute an imminent danger to his/her own safety or health, that employee may refuse to use or operate the machine, device or thing or to work in the operation until such time a determination is made by the Joint Industrial Health and Safety Committee that an imminent danger does not exist or no longer exists. In the event that the Committee cannot reach a determination within twenty-four (24) hours the opinion of the W.C.B. Prevention Officer shall be final. The foregoing is in

reference to Parts 3.24 and 3.25 of the Workers Compensation Occupational Health and Safety Regulations.

### **10.07 Protective Clothing Supplied**

Protective clothing currently supplied or as required by legislation, shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. Employees are expected to take reasonable care of clothing and equipment supplied.

### **10.08 Safety Boots**

The Employer agrees to reimburse all employees in all classifications upon proof of purchase, for C.S.A. approved safety boots to a maximum of one hundred fifty dollars (\$150.00) per year.

### **10.09 Day of Injury**

An employee injured on the job and unable to continue at work shall be transported to the nearest hospital or to his/her home at no cost to the employee and shall suffer no loss of wages or benefits for the day of injury.

### **10.10 Uniforms**

- a) Should the company require the use of uniforms, the company shall bear the cost of cleaning (other than machine washable items), altering, mending and replacement of all uniform apparel.
- b) The company shall provide each driver one (1) summer jacket and one (1) winter jacket (where warranted).

### **10.11 First Aid Attendants**

There shall be a qualified First Aid Attendant present at all times on each shift who shall be a member of the Bargaining Unit. Upon successful completion of the First Aid Course, the Company will compensate employees at their regular straight time rate of pay for all time spent in the course as well as all fees and textbook costs. The premium of the First Aid Attendant shall be fifty cents (\$0.50) per hour.

## **ARTICLE 11 - SENIORITY**

### **11.01 Definition**

Seniority shall be calculated on and from the date of the commencement of the first shift for each new employee. In the event more than one employee starts on any day, seniority shall be determined by lottery.

## **11.02 Seniority Principle**

### **a) Application of Seniority**

All layoffs and re-hiring after layoffs will be based on seniority providing he/she has sufficient ability to fulfill the job requirements.

### **b) Probationary Period**

All newly hired employees shall be subject to a probationary period of sixty (60) working days. Probationary employees may be dismissed, where in the opinion of the employer; the employee is not suitable for continued employment.

Upon successful completion of the probationary period, an employee's seniority shall be credited back to their first day of work.

## **11.03 Seniority Lists**

Seniority lists for each location shall be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months.

## **11.04 Seniority Will be Maintained and Accumulated**

Seniority will be maintained and accumulated during:

- a)** Injury or illness;
- b)** All layoffs up to one year;
- c)** All leaves of absences not in excess of ninety (90) days
- d)** Any other leaves as provided for in this agreement.

## **11.05 Seniority Standing Will be Cancelled**

Seniority standing will be cancelled if an employee:

- a)** Voluntarily leaves the employ of the Employer,
- b)** Fails to return to work following an authorized leave of absence unless the employee was detained for legitimate cause;
- c)** Is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- d)** fails to return to work within three (3) working days after being recalled from lay-off, without legitimate cause, following verbal or written notice (by registered mail) to the employee;
- e)** Was on a continuous lay-off for a period exceeding twelve (12) months.

## **11.06 Layoff Procedure**

An employee will be laid off according to his/her seniority applied on a classification basis.

### **11.07 Recall Procedure**

- a) Employees will be recalled in order of their seniority by classification.
- b) Employees will be notified of recall by telephone, registered mail, or other type of message which can be confirmed. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than three (3) working days, except when by mutual agreement between the Employer and the Union failure after receipt of notice to report within the specified time limit was unavoidable. Provided however, that an employee shall have the right to decline to return to work if the Employer cannot guarantee two (2) full weeks of employment, and there is a junior person qualified to do the work who is also on layoff. The employee shall not forfeit his/her seniority standing in such case. A copy of the notice will be given to the Chief Shop Steward.

## **ARTICLE 12 - JOB SECURITY RELATED MATTERS**

### **12.01 Operation Closure**

The Employer agrees to give a minimum of sixty (60) days notice of the Employer's operation closing or any department thereof, to the Union and the employees affected by the closure.

## **ARTICLE 13 - JOB POSTING AND JOB AWARDS**

### **13.01 Posting**

- a) Job posting for positions within the bargaining unit shall be posted for not less than five (5) working days on all Employer bulletin boards. The Chief Shop Steward and the Union office shall receive copies of all job postings.
- b) This does not apply to temporary positions of less than two weeks duration to cover absence or illness of other employees or to address other emergency situations.

### **13.02 Preference For Job Awards**

Preference for job awards shall be given on the basis of skill and ability. Where the skill and ability are relatively equal among candidates, the more senior employee shall be selected.

### **13.03 If Employee Not at Work**

If an employee is not at work for the following reasons when a job is posted she/he may apply for the job if she/he does so within seven (7) working days of written notice by the Employer being sent to such employee:

- i) Vacation
- ii) Authorized leave of absence

- iii) Absence resulting from accident or illness
- iv) Absence on Workers' Compensation.

**13.04 Awarded Job to be Posted**

A copy of the awarded job shall be posted on the Lunch Room Bulletin Board within five (5) days of the award and a copy shall be forwarded to the Union.

The Employer shall provide written reasons to the Union for not filling a job vacancy.

**ARTICLE 14 - WAGES**

**14.01 Wage Schedule**

**Part of This Agreement**

The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties, and is a part of this Collective Agreement.

**DCS 1 (Sorters):**

<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>
<u>\$13.45</u>	<u>\$13.72</u>	<u>\$14.06</u>

**DCS 2 (Forklift / Shredder Operator):**

<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>
<u>\$15.79</u>	<u>\$16.10</u>	<u>\$16.51</u>

**SSR:**

	<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>
<u>0 to 12 Months</u>	<u>\$16.50</u>	<u>\$16.83</u>	<u>\$17.25</u>
<u>12 Months Plus</u>	<u>\$18.92</u>	<u>\$19.30</u>	<u>\$19.78</u>

**Premiums: (On top of any wage grid or rate):**

- Any designated lead hand position to be \$1.00 per hour more than the designated rate.
- Designated First Aid Attendant: Class 1 - ¢ .20 cents per hour  
Class 2 - ¢ .40 cents per hour  
Class 3 - ¢ .50 cents per hour
- Swampers (Out of Plant): seventy-five cents (75¢) per hour with no maximum. This work will be assigned first by seniority and then on the basis of reverse seniority.

- Any employee required to work out of town will receive a premium of fifty cents (\$0.50) per hour for all hours worked. Out of town drivers will rotate and an annual sign-up will be required to be eligible to do out of town work.

Any red-circled SSR, DCS 1, or 2 shall be paid as per the applicable rates below:

		June 1 <sup>st</sup> , 2005	June 1 <sup>st</sup> , 2006	June 1 <sup>st</sup> , 2007
a)	DCS 1	\$13.37	\$13.57	\$13.77
b)	DCS 2	\$14.44	\$14.66	\$14.88
c)	SSR	\$17.97	\$18.23	\$18.51

**Per Diems:** Overnight forty dollars (\$ 40.00) with receipts. Day trip over twelve (12) hours twenty dollars (\$20.00) with receipts

#### 14.02 New Job Classifications

Where a new job classification is established, the Employer shall set the wage rate for the position and shall notify the Union. The Union shall have thirty (30) days to object to the wage rate. If the Union objects, the parties shall negotiate the wage rate. If no agreement is reached within a further thirty (30) days, the matter shall be referred to arbitration. The wage rate ultimately established shall be retroactive to the start of the new position unless otherwise mutually agreed.

#### 14.03 Temporary Assignments

- a) Except for periods of training, an employee who is temporarily assigned to perform work of a higher rated classification shall receive the rate of pay for that higher classification. An employee temporarily assigned work of a lower classification shall continue to receive his / her regular rate of pay.
- b) Any DCS 1 performing DCS 2 job functions shall receive the DCS 2 rate of pay for all hours worked unless the employee works more than four hours in any given day in the DCS 2 classification for which they shall receive the entire day at the DCS 2 rate. This also applies to the DCS 2 performing swamping.

#### 14.04 Wages Every Second Friday

Wages shall be paid bi-weekly with a maximum of five (5) working days held back, in a manner convenient to the Employer but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, covering each pay period.

### ARTICLE 15 - HEALTH AND WELFARE

#### 15.01 Eligibility for Benefits

- a) All eligible employees shall be entitled to coverage for themselves and their dependants, pursuant to the terms and conditions of the Carrier and this agreement, on the first day of the month following completion of the probationary period.
- b) All new employees who consistently work more than one hundred (100) hours per month based on a two month rolling average following completion of the probationary period shall be entitled to coverage for themselves and their dependents, pursuant to the terms and conditions of the Carrier and this agreement.
- c) Once benefits are attained an employee may only be removed from the benefit plan as a result of dismissal, resignation, or layoff or leave of absence exceeding the periods set out in 15.01 (e).
- d) An employee returning from layoff or leave of absence will be reinstated to full benefits (including employer paid premiums) effective the first day of the calendar month following return to work, subject to continuing to meet the requirements of the Carrier.
- e) The Company shall maintain benefit coverage (and premium payments) for employees and their dependants in the following situations:
  - i) Medical leave, WCB Leave and Maternity / Parental Leave for up to one year.
  - ii) Layoff for up to three (3) months.
  - iii) An approved leave of absence for up to one (1) month.
  - iv) An employee affected by 15.01(e) (ii) and (iii) may maintain their own benefit coverage for up to six months total, by prepaying to the company the total cost by the 15th day of the month prior.

f) **Definition of Spouse**

The Company shall recognize the definition of spouse to include common-law, same sex partners, and any other partnerships recognized by the law in the Province of BC or within the Federal jurisdiction for the purpose of entitlements for all benefits contained in this Collective Agreement. Should the definition of spouse be amended by law, this Collective Agreement will override any legislative amendments which contain a lesser standard than denoted here.

**15.02 Benefit Plans**

- a) Details of the following benefits, including the levels and extent of benefits, qualifications for benefits and exclusions from benefits are contained in the respective policy documents as summarized in brochures provided by the Employer. In the case of any difference between the plan policy documents and the brochure, the plan policy documents will apply. The benefits package includes:
  - BC Medical Coverage
  - Accidental Death and Dismemberment Insurance
  - Extended Health Care

- Short Term Disability
  - Long Term Disability Insurance
  - Life Insurance
  - Dental Care
  - EAP Plan (Lifeworks)
- b) All Employee and dependant benefit premiums will be paid one hundred (100 %) percent by the Employer, with the exception of STD and LTD which will be paid by the employee through payroll deduction.
- c) The Employer's obligation is limited solely to the payment of the plan premiums.

### **15.03 Group RRSP**

- a) The Employer and the Union recognize the importance of assisting employees to responsibly financially plan for their retirement. Accordingly, this plan is intended to aid employees who have completed their probationary period to prepare for retirement.
- b) All funds deposited to this group RRSP shall be vested immediately to the employee but locked for the duration of employment (except for use in the BC Home Buyers Program). The funds may not be used for any other purpose.
- c) Effective June 1st, 2003 the employer shall match employee contributions to a maximum of two (2.0%) percent of gross wages during the RRSP eligible year deposited monthly by the Employer and the employee by way of payroll deduction.
- d) Employees will advise the company of the monthly amount they wish to contribute and shall give one months notice of any change.

### **15.04 Sick Leave Pay**

All employees with one (1) year of completed service are entitled to up to three (3) paid Care Days per calendar year. These days are to be used only for personal illness or for elder / child / other immediate family health care. All unused Care Days will be paid out on the first pay period in December of each calendar year with the option of a carry over to a maximum of two (2) years.

### **15.05 Happy Birthday**

The Company will grant each employee one (1) day off for their birthday which shall be taken the same month as an employees' birthday with no less than five (5) days notice, unless mutually agreed to. This entitlement is to be taken each year as there shall be no carry from one year to the next.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 Bereavement Leave**

#### **Immediate Family**

In the event of a death in the immediate family of an employee, the Company shall grant three (3) days leave with pay and an additional two (2) days unpaid leave. The term "immediate family" shall mean spouse, parents (including in-laws and steps), children (including steps), grandparents, brothers, and sisters.

### **16.02 Compassionate Leave**

#### **a) Serious Illness in the Family**

In the case of serious illness in the family, the Company may grant up to four (4) weeks compassionate leave of absence without pay.

#### **b) Unpaid Caregiver Leave**

In the event of terminal illness within the immediate family an employee shall be granted an unpaid leave for up to three (3) months to attend to a family member who has a terminal illness. This leave can be extended by mutual agreement to a maximum of three (3) months subject to operational requirements.

#### **c) Immediate Family Defined**

Immediate family, with respect to Article 16.02 (b) shall be, as defined in Article 16.01.

### **16.03 Leave for Union Business**

#### **a) Delegate Leave**

If any employee should be elected to act as a delegate for the Union, she/he shall be allowed, upon sufficient notification, leave of absence without pay, for the transaction of Union business; provided that not more than one (1) employee shall be absent at any one time, for a maximum of one (1) week at a time.

#### **b) Leave For Full Time Union Work**

If any employee should be selected to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence without pay or benefits for the duration of the term of their office. Within one month of the expiration of his appointment to the Union, he/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence and with seniority accumulated, provided that not more than one (1) employee be absent at any one time.

**c) Leave for Collective Bargaining Committee**

The employer shall grant leaves of absence for up to two (2) Bargaining Committee Members for the purposes of negotiating this Collective Agreement and its subsequent renewals. The employer shall be responsible for continuation and payment of all benefits, except wages. Such leaves shall continue until an agreement is reached or until the Union commences a strike or the employer commences a lockout.

**16.04 Personal Leave**

An employee requesting Personal Leave not covered otherwise in Article 16, shall request so in writing at least two (2) weeks prior to the commencement of the leave and shall include the reasons for the leave and its proposed duration. The Employer shall give written permission or refusal. A refusal by the Employer shall give stated reasons for refusal. Approval shall not be unreasonably withheld. Copies of the application for leave by the employee and the Employer's written response shall be provided to the Union's Chief Shop Steward.

**16.05 Parental / Adoption Leave**

Employees shall receive maternity, parental, and adoption leave in accordance with the provisions of the Employment Standards Act.

**16.06 Medical / Sick Leave**

An employee shall be granted a medical leave of absence for *bona fide* illness or injury which renders the employee unable to work. The employer shall be entitled to require medical documentation verifying the absence, as well as further medical information as required with respect to prognosis and recovery, return to work, and / or any restrictions on the employee's ability to perform his / her duties.

The company shall reimburse the employee for the cost of medical reports requested by the company.

**ARTICLE 17 - NO DISCRIMINATION DUE TO UNION ACTIVITY**

**17.01 No Discrimination**

The parties agree that there shall be no discrimination against any employee by reason of his/her legitimate activities as a member of the Union.

**ARTICLE 18 – WORKPLACE HARASSMENT AND DISCRIMINATION**

**18.01 Non Discrimination and Anti-Harassment Policy**

Recall is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal

employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Recall expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment. Recall will not tolerate any form of harassment. No employee is expected to endure insulting, degrading, or exploitive treatment in the workplace. This policy applies to all unlawful form of harassment in the workplace including sexual, race, age, disability, or other protected classification.

### **18.02 Individual and Conduct Covered**

These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to Recall (e.g., outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### **18.03 Retaliation is Prohibited**

Recall prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

### **18.04 Complaint Procedure**

#### **Reporting an Incident or Harassment, Discrimination or Retaliation**

Recall strongly urges the reporting of all incidents or discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to Recall's policy or who have concerns about such matters should file their complaints with their Local Union Representative, department manager, or the director of Human Resources before the conduct becomes severe or pervasive.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, Recall strongly urges the prompt reporting or complaints or concerns so that rapid and constructive action can be taken. Recall will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the co-operation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

### **18.05 The Investigation**

Any reported allegations of harassment, discrimination, or retaliation will be investigated

promptly, thoroughly, and impartially. The investigation may include individual interviews with the parties involved and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action.

### **18.06 Responsive Action**

Misconduct constituting harassment, discrimination, or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, reassignment, temporary suspension without pay or termination, as Recall believes appropriate under the circumstances.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of Recall prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges, and perquisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further these policies, not to form the basis of exception to them.

### **18.07 Sexual Harassment**

It has always been Recall's policy that all of its employees should be able to enjoy a work environment free from all forms of discrimination, including sexual harassment. Additionally, unwelcome activity of a sexual nature is classified as discrimination under the law. Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. No one, whether male or female, should be subjected to unsolicited, unwelcome sexual advances or sexually suggestive conduct, either physical or verbal, from another employee. Recall hereby reiterates that it does not tolerate sexual discrimination and any complaints of sexual harassment shall be taken seriously. Employees breaching this policy will be viewed, by Recall, as conducting themselves in a manner divergent to our established procedures and thus will be subject to immediate and appropriate disciplinary action, up to and including termination.

#### **Types of Sexual Harassment**

Unwelcome sexual conduct constitutes sexual harassment when:

- Acceptance or rejection of the conduct is used to make employment decisions (i.e., hiring, pay raises, etc., that affect the employee claiming harassment); or
- The conduct has the purpose or effect of unreasonably interfering with the employee's job performance; or
- The conduct creates an intimidating environment

## **Hostile Environment**

Occurs when unwelcome sexual conduct interferes with an employee's job performance or creates an intimidating, hostile, or offensive work place.

The foregoing has been provided for example purposes. It is not exhaustive list. If you feel you have been, or have witnessed sexual harassment, report it immediately.

### **18.08 Reporting Procedures:**

1. We have designated the following positions to which complaints may be reported: (Employees may report to **any** of the following, depending on their comfort level).
  - a) Your Local Union Representative
  - b) Your department manager
  - c) Your human resources department
2. Sexual harassment/hostile environment complaints should be taken to the designated person. Recall is dedicated to a swift response to any complaints filed; thus following this procedure will facilitate such a response to an employee's concern.
3. Once the complaint has been filed, Recall's management and the Union will jointly undertake a confidential, prompt, and thorough investigation to gather and document all relevant information regarding the complaint.
4. After the investigation has been completed, a determination will be made. If it is found that this policy was violated, appropriate remedial action (up to and including termination, depending on the severity of offending actions and the pervasiveness of such actions) against the offending employee will be taken.

### **18.09 Confidentiality and Retaliation**

Complaints filed will be held in the strictest confidence and this policy expressly prohibits retaliation against an employee who files a complaint. Furthermore, only those with "a need to know" will have access to information related to the investigation. An employee or anyone, who participates in the investigation, shall not be discriminated against, adversely affected, or terminated for having filed or participated in such a complaint.

Any records pertaining to a complaint or the investigation of a complaint will be maintained in a confidential file separate from the employee's personnel file.

Because of the seriousness of an allegation of harassment, Recall reserves the right to discipline any employee who makes a malicious or false allegation of such conduct against another person. Recall wants to protect the rights of the victim, whether that is a victim of harassment or malicious intent. The goal is to have a work environment free of harassing conduct of any kind.

## **ARTICLE 19 – GENERAL PROVISIONS**

### **19.01 Employee Attendance at Staff Meetings**

- a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or in the case of a four (4) day shift more than ten (10) hours in a day, or in either case more than forty (40) hours in a week.
- c) Where an employee is requested by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

### **19.02 Employee Responsibility to Maintain Current Address**

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Employer for purposes of all notices. Such information is confidential, however, the Union, upon request, will be provided with this information.

## **ARTICLE 20 – NO STRIKES OR LOCKOUTS**

### **20.01 No Work Stoppage**

The parties agree that there shall be no strike action of any kind by the Union employees, nor any lockouts by the Company during the term of this Agreement or any renewal or extension thereof.

## **ARTICLE 21 – DEFINITIONS**

### **21.01 Time Span References**

References to days, weeks, months or years shall be understood to be calendar days unless otherwise expressly provided in this agreement. Where a shift covers two (2) calendar days, i.e. eleven (11:00) pm to seven (7:00) am, the shift will be said to relate solely to the day in which the majority of its hours fall.

## **ARTICLE 22 – COMMITTEES**

### **22.01 Committees**

In order to maintain a constructive bargaining relationship between the Parties during the life of this Agreement, a communications committee shall be established between the Shop Stewards'

Committee and Management to discuss matters of mutual concern not directly related to the grievance and arbitration provisions contained in the Collective Agreement.

The Parties agree to meet at the call of either party at reasonable intervals throughout the life of this Agreement.

Minutes from these meetings shall be kept, a copy posted on the bulleting board and a copy mailed to the Local Union Office.

Time spent at these meetings shall be considered time worked for the purpose of this Agreement.

## **ARTICLE 23 - RENEWAL AND TERMINATION**

### **23.01**

#### **a) Duration**

This Agreement shall be in full force and in effect from September 30<sup>th</sup>, 2008 up to and including May 31<sup>st</sup>, 2011 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter) by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

#### **b) Agreement Continues**

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 have given notice of strike and such strike has been implemented or the Employer shall have given notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

#### **c) Exclusions**

The operation of Section 50(2) of the BC Labour Code is hereby excluded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009 at New Westminster, BC.

**FOR THE COMPANY**

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #1**

**RE: Class One Rate**

In the event the company introduces a SSR position requiring a class one licence, the Company and the Union will deal with the matter as per Article 15.02.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**FOR THE COMPANY**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**RE: Social Justice Fund**

The Company and the Union agree to establish the CAW Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines, and other dislocations.

The Company agrees to make a yearly contribution of one thousand dollars (1,000.00) per year by no later than March of each year. Contributions shall be made out and forwarded to:

CAW Social Justice Fund  
205 Placer Court  
North York, Ontario  
M2H 3H9

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**FOR THE COMPANY**

\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_