

cert. file.

NEW AGREEMENT
JULY 28, 1995
WITH CORRECTIONS

SOURCE	Union
EFF.	94 06 01
TERM.	97 05 31
No. OF EMPLOYEES	58
NOMBRE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT

BETWEEN

MARRIOTT CORPORATION OF CANADA LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3643

JUNE 1, 1994 TO MAY 31, 1997

OCT. 27 1995

09843(02)

INDEX

Purpose	1
Article 1 - Union Recognition	1
Article 2 - Union Security	2
Article 3 - Administration	5
Article 4 - Classifications.& Job Descriptions	8
Article 5 - Wage Schedule	9
Article 6 - Premiums	9
Article 7 - Hours of Work	10
Article 8 - Overtime Rates	12
Article 9 - Payment of Wages	13
Article 10 - Meal and Coffee Breaks	14
Article 11 - Statutory Holidays	16
Article 12 - Annual Vacations	17
Article 13 - Seniority	19
Article 14 - Promotions and Staff Changes	21
Article 15 - Layoffs and Recalls	22
Article 16 - Job Postings	24
Article 17 - Leave of Absence	25
Article 18 - Maternity Leave	28
Article 19 - Discrimination	30
Article 20 - Workloads/No Speed-ups/No Reduction in Hours	32

Article 21 - General Conditions	32
Article 22 - Job Descriptions	35
Article 23 - Technological Change	38
Article 24 - Definitions	39
Article 25 - Grievance Procedure	40
Article 26 - Benefits	47
Article 27 - Safety	48
Article 28 - Term of the Agreement	51
Wages: Schedule "A"	53

PURPOSE:

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and their employees, to provide an amicable method of settling differences and misunderstandings which might arise, to further to the fullest extent possible the safety and welfare of the employees, economy of operation, quality of work done, and protection of property, and to elevate the industry to the highest possible degree.

It is the duty of the Employer and the Union to cooperate fully for the advancement of the aforesaid conditions.

ARTICLE 1 - UNION RECOGNITION - MANAGEMENT RIGHTS

1.01

The Employer recognizes the Canadian Union of Public Employees and its Local **3643** as the sole and exclusive collective bargaining agent for all employees as certified by the British Columbia Labour Relations Board, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

No employee shall be asked, and no employee shall offer to make a written or verbal agreement and/or contract with the Employer inconsistent with, or at variance with the terms of this Agreement.

1.02

The Union recognizes that the Employer shall have the right to hire, direct, transfer, promote, demote, layoff, suspend or otherwise discipline or discharge an employee for just cause in accordance with the terms of the Collective Agreement, subject to the right of the employee concerned to lodge a grievance in a manner prescribed within this Collective Agreement.

ARTICLE 2 - UNION SECURITY

2.01 Deductions

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

2.02 Union Membership

All new employees shall make application to join the Union within five (5) days and shall execute an Assignment of Wages to the Union covering the initiation fee, monthly dues and/or assessments at the time of hiring. The Employer shall hand each new employee a CUPE Application Card and a Dues Check-Off Authorization Card which shall be filled out by the employee and left with a member of CUPE Local 3643 Executive. The Local shall send the CUPE Application card to the Union. All employees shall remain as members of the Union as a condition of employment.

2.03 Check-Off

The Employer shall make the "Union" deductions (Fees, dues, assessments) on the first (1st) pay period each and every month and remit same to the Union before the thirtieth (30th) day of the month in which said deductions were made. The Employer shall include with the remittance a list of amounts deducted from each employee, a list of new employees hired during the month with the name and address of each new employee. **All** dues remittances and assessments shall be shown on all **T-4 Slips**. The cheque and the list shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees. It is understood that CUPE National will deduct the National Per Capita Tax and Defence Fund in accordance with the CUPE Constitution and Defence Fund Regulations and return the remainder of the dues to the Local.

2.04 **Notice of Exclusions**

The Employer shall notify the Union in writing, within five (5) days of appointing an employee to a position which the Employer considers to be outside the bargaining unit.

2.05

Upon receiving written notification from the Union that an employee has not complied with the foregoing the Employer **shall** terminate the employee within seven (7) **days** of such notification.

2.06

In the event of a change in the Schedule of Fees, Dues and Assessments made by the Union, the Employer **shall** make deductions in accordance with the revised Schedule after receiving two (2) months written notice from the Union by Registered Mail of such change.

2.07 **Retirees**

The Employer agrees to give notice **by** separate letter, to the Union, **that** the employee has terminated their employment because of retirement. The covering letter shall indicate the employee's name, current address, social insurance number and retirement date.

2.08

Audit Clause

The Union shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

2.09

Union Button

An employee may wear the Union Button without being disciplined.

2.10

Garnishee Protection from Discipline

The Employer shall not discipline an employee because he/she had a garnishee order place against him/her.

2.11

Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The location of the bulletin boards will be subject to the client's approval.

2.12

Communication to Members

Union representatives are entitled to distribute Union literature and to convene union meetings on the Employer's premises during non-working hours. If possible, the Union will contact the Employer of such meeting.

2.13 **Time Off for Union Meetings**

Due to the nature of shift work, employees on afternoon shift shall be allowed time off to a maximum of one hour, to attend one regular Union meeting per month; provided, however, the employee's shift will be completed and buildings will be ready for the next day's regular activity.

ARTICLE 3 - ADMINISTRATION

3.01 **Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

3.02 **Existing Conditions**

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained unless changed by the terms of this Agreement.

3.03 **No Discrimination**

There shall be no discrimination against any employee for being an officer, shop steward or committee member of the Union.

3.04

Officer Recognition

The Employer agrees that stewards and Union Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while legitimately investigating disputes and presenting adjustments.

The Union recognized that each Steward or Officer is employed by the Employer and that he/she will not leave his/her work area during working hours except to perform his/her duties under this Agreement. Therefore, except in emergencies, no Steward or Officer shall leave his/her work area without first obtaining the permission of his/her Supervisor (or Lead Hand if Supervisor not available). Permission shall be granted within one (1) hour of the request. It is agreed Union Officers and Stewards will attempt to schedule functions outside of working hours whenever practical. Should an Officer or Steward leave his/her work area and is expected to be away in excess of one (1) hour, the Employer shall arrange for a replacement worker for the period of absence. The Union may appoint one (1) Shop Steward in each department.

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him/her.

3.05

Management Rights

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner.

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap nor by reason of his membership or activity in the Union or any other reason.

3.06

All employees, working in the industry, as covered by this Collective Agreement, prior to January 1st, 1982, shall not be reclassified to a lower classification. They shall be paid at the rate of pay for their classification, plus any and all increases as prescribed **by** this Collective Agreement. If an employee becomes physically incapable of performing a satisfactory function in their classification, or by personal request, he or she may be transferred to a lower classification, if notification is given to the Union.

3.07 Reclassification to I _____ Rate

When an employee **is** assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their pay shall not be reduced. In the event an employee posts a lower paid position through the posting procedure **of** Article 16, their pay shall be reduced upon commencing the lower paid position duties.

3.08 New Classification

In the event of the Employer hiring employees for whom a wage rate and classification is not contained in this Agreement, such rate and classification shall be negotiated between the Employer and the Union as expeditiously as possible and in any event, no later than three (3) months from date **of** employment. If the parties are unable to agree on the classification and/or wage rate, the matter may be taken up under the grievance procedure and arbitration procedures contained within this Collective Agreement.

3.09 Minimum Pay

The minimum pay for all employees shall not be less than four (4) hours in any one (1) day.

3.10 **Non-Affiliation**

Except in cases mutually agreed to by the parties, the Employer agrees that no employee covered by this Collective Agreement shall be required to work with or to share duties with any non-union employee of the Employer or any non-union employee of any employer under contract to the Employer, it being understood and agreed that contracts in existence at the time of the signing of this Agreement will be honoured but not renewed.

3.12 **Letters of understanding**

It is agreed that all Letters of Understanding to this Agreement are incorporated into this Agreement. Letters of Understanding reached between the parties during this Agreement become effective only upon ratification of the Local Union Membership.

ARTICLE 4 - CLASSIFICATIONS AND JOB DESCRIPTIONS

4.01 **Light Duty Cleaner**

An employee who performs light duties including floor sweeping, dust mopping, vacuuming carpets, emptying of waste baskets and ashtrays, washing of ashtrays and desk tops, cleaning and servicing bathrooms, spot washing (daily removal of hand prints of day to day traffic and scuff marks) of walls, door frames, door glass and other items considered light duties.

4.02 **Heavy Duty Cleaner**

An employee who performs regular duties as outlined under Light Duty Cleaner plus Refinishing, and to include, scrubbing, mopping, heavy sweeping, cleaning of light fixtures and replacing bulbs, and general maintenance duties confined under the janitorial industry and other items considered heavy duty.

ARTICLE 5 - WAGE SCHEDULE

5.01

Salary - see Schedule "A"

ARTICLE 6 - PREMIUMS

6.01 **Charge Hand**

A designated employee who is responsible for on-the-job training of other employees and to promote safe work habits, such employee shall be paid the following applicable premium rate:

Charge Hand I

An employee responsible for supervision of other employees, shall be paid an hourly premium of twenty-five cents (25¢).

The above Charge Hand Premium shall not preclude any employee from receiving a higher rate because of circumstances not stated above or shall any employee presently receiving a higher rate for performing said duties be reduced in premiums.

6.02 **Premium Rates**

All premium rates shall be paid in addition to the employee's regular rate unless otherwise specified in this Agreement.

6.03

Work of Higher Classification

Any employee required to perform work of a higher paid classification for one-half (1/2) hour to four (4) hours per shift, shall be paid the higher rate for four (4) hours.

Any employee required to perform work of a higher paid classification in excess of four (4) hours per shift shall be paid the higher rate for all hours worked. Under four (4) hours shall be paid at the lower rate.

ARTICLE 7 - HOURS OF WORK

7.01

Shifts

The standard working day for all employees shall be seven and one-half (7½) hours worked within eight (8) consecutive hours.

Day shift shall be defined as: 8:00 a.m. - 4:00 p.m.

Afternoon shift shall be defined as: 4:00 p.m. - 12:00 midnight.

Graveyard shift shall be defined as: 10:00 p.m. - 6:00 a.m.

Shifts may be changed by mutual agreement.

7.02

Work Week

The standard working week for all employees shall consist of five (5) consecutive seven and one-half (7½) hour days each week, with two (2) consecutive days off.

7.03

Overtime

Time worked beyond the hours shown in 7.01 and 7.02, shall be paid at the overtime rate.

7.04

An employee, who works at more than one location on any day, shall be paid from the time they commence their first job until they have completed their last job.

7.05 Minimum Pay

An employee reporting for their regular shift on the call of the Employer shall receive his regular hourly rate of pay for the entire period spent at their place of work, with a minimum of four **(4)** hours **pay** at their regular rate of **pay**.

7.06 Work Schedule

The Employer shall post a schedule of work at the employee's normal work location, wherever possible. This schedule shall show the employee's name, the employee's starting and finishing times, the days to **be** worked and the days **off**. The Employer shall give the employee five (5) working days notice of a change of schedule, except in a case of an emergency. Overtime rates shall apply if appropriate notice is not given.

7.07

Subject to Article 13.00, an employee who is absent from work because of a compensation claim, illness or annual vacation, shall be returned to the job location and job duties with the same hours of work, etc., upon the employee's return to work. The employee shall be returned to work within forty-eight **(48)** hours of the employee notifying the Employer of the ability to return to work if such notice is anticipated.

7.08 Split Shifts

Employer agrees there shall be no split shifts.

ARTICLE 8 - OVERTIME RATES

8.01 Definition

Overtime shall be defined for regular full-time employees and temporary full-time employees as:

- i) time worked immediately following the employee's regular shift;
- ii) time worked immediately preceding the employee's regular shift where it has been **pre-scheduled** by notice provided prior to the end of the employee's previous shift;
- iii) time worked at any other time where it has been **pre-scheduled** by notice provided prior to the end of the employee's regular shift except as otherwise provided in Clause 11.3.

8.02 Overtime Pay

Regular full-time employees and temporary full-time employees who elect to be paid for overtime worked **shall** be paid for the performance of overtime **work** scheduled **by** the Employer, under Clause 7.1 at the following overtime rates:

- i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding ~~or~~ immediately following an employee's regular shift.
- ii) double the regular rate of pay for **all** overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift.
- iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.2.
- iv) The above shall apply unless otherwise mutually agreed.

8.03

All overtime shall be allocated on the basis of seniority, subject to being qualified to perform the work.

ARTICLE 9 - PAYMENT OF WAGES

9.01

The wages of the employees covered by this Agreement shall be paid every second Friday, PROVIDED HOWEVER, that where payday falls on a Statutory Holiday, as provided for in Article 11.01, then the employees shall be paid on the last working day immediately preceding such day.

9.02

A separate detailed statement of earnings shall be given to each and every employee on each and every pay day. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the rate of pay, General Holidays pay, the date of the pay period, also a complete itemized list of deductions. Any wording or implication on the pay cheque, construing "payment in full" is not allowed.

9.03 Voluntary Termination

Any employee who voluntarily leaves the employ of the Employer shall receive a wages due in full, including General and Annual Holiday Pay, a statement of Group Medical Premiums paid, and the Record of Employment on the next regular scheduled pay date, provided such pay date does not fall within the five (5) working days immediately following the date of the resignation.

Employees shall return all company property prior to receiving all wages, etc.

9.04 Payment of Wages on Termination

Any employee who is terminated by the Employer for any cause whatsoever, shall receive within forty-eight (**48**) hours of such termination, all wages due to said employee including overtime, all General and Proclaimed Holiday Pay, Annual Vacation Pay, Statement of Group Medical premiums paid to..., and the employee's Record of Employment.

9.05 Notice of Termination

The Employer may request the employee to give ten (**10**) working days notice of voluntary termination, if possible.

ARTICLE 10 - MEAL AND COFFEE BREAKS

10.01 Lunch Break

Lunch breaks shall normally be unpaid except as follows:

- i) If an employee is required to remain on the premises during a lunch break, the employee will be paid at straight time rates for that lunch break.
- ii) In the event that an employee is required by the Employer during the lunch break, the lunch break will be rescheduled as soon as possible during that shift. If the lunch break cannot be rescheduled during that shift, the employee will be paid at the applicable overtime rate *for* the interrupted lunch break. The overtime rate will be applied *so* that the employee will receive a rate of pay greater than the rate paid for the shift on which the interrupted lunch break occurred.

e.g. if the employee **was** working:

- a) at straight time, then the lunch break shall be paid at one and one-half times his regular rate of pay.
- b) at double time, then the lunch break shall be paid at three times his regular rate of pay.

10.02

Rest Periods

Rest periods of fifteen (15) minutes each will normally be allowed to each employee during their working shift as follows:

- a) Up to four (4) hours - one fifteen (15) minute break.
- b) Over five (5) hours - one fifteen (15) minute break plus unpaid lunch break.
- c) Six (6) or more hours - two fifteen (15) minute breaks plus unpaid lunch break.

As far as practicable, the first rest period shall be taken midway between the start of the shift and the lunch period and the second midway between the lunch period and the end of the shift. The department head or their representative shall determine the time and the manner in which an employee's rest period may be taken and in the event of an emergency, such rest period may be cancelled.

10.03

Accommodations

The Employer shall make every effort to provide proper accommodation for employees to have their meals and store and change their *clothes.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 Statutory Holidays

All employees covered by this Agreement who have completed thirty (30) calendar days continuous service are entitled to a holiday with pay on the following Statutory Holidays:

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

and any other day declared or proclaimed.

11.02 Pay for Statutory Holidays

Employees who have established seniority in accordance with Article 13.00 and who worked the last scheduled working day within seven (7) days previous to the General or Proclaimed Holiday and who have worked the first (1st) scheduled working day within seven (7) days following the General or Proclaimed Holiday, shall receive their regular days wages for the said holiday.

11.03 Holidays on Saturday/Sunday

When any of the above-noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following shall apply:

<u>Paid Holiday</u>	<u>Falling On</u>	<u>Day off with Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday Following
Canada Day	Saturday or Sunday	Monday Following
Remembrance Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

ARTICLE 12 - ANNUAL VACATIONS

12.01 Vacation Entitlement

Paid annual vacations for all regular full-time employees covered by this Agreement shall be allowed as follows:

- a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Annual and General Holidays Act.
- b) Employees absent from work while on general leave or on layoff shall have their vacation entitlement with respect to the length of the vacation based on their calendar years of service. The vacation pay, however, shall be prorated on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked by December 31st; the portion of the month worked will be based on the shifts available to a full-time employee in that employee's classification. If the employee works less than one-half (1/2) of the said shifts available, the vacation pay will be prorated for that month. General leave taken in the month of December will not be taken into account on the prorating.
- c) In the first year or part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
- d) During the fourth up to and including the eleventh calendar year of service of the employee, he shall be granted an annual vacation of fifteen (15) working days.
- e) During the twelfth calendar year of service of the employee, he shall be granted an annual vacation of twenty (20) working days.
- f) The period in which annual vacations may be taken shall be from June 1st to August 31st, inclusive. Vacations may be taken at any other time during the year if approved by the Manager of Labour Relations.

- g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

PROVIDED THAT:

- h) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of vacation.
- j) **As** soon as possible following 31 December in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the employees' actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

12.02 Vacation Banking

Regular full-time employees who are entitled to twenty (20) days or more of annual vacation, shall take at least fifteen (15) days during the year in which they were earned, and may defer the taking of any portion of their annual entitlement in excess of fifteen (15) days until subsequent years, providing only that the maximum deferred vacation which an employee may accumulate at any time, shall be twenty (20) days.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

Seniority shall commence from the date of employment after the employee has successfully completed the probationary period.

Relief or casual employees shall be offered shifts in order of their seniority.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

13.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first 30 days of his/her employment. During the probationary period, the employee shall be entitled to **all** rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Probationary period may be extended by mutual agreement.

In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate his/her ability, whether the employee was notified of deficiencies in his/her performance, and given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

13.04

Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- a) He/She is discharged for just cause and is not reinstated;
- b) He/She resigns in writing and does not withdraw within two days;
- c) He/She fails to return to work within fifteen working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- d) **An employee whose lay-off exceeds three hundred and sixty-five (365) calendar days shall lost their seniority.**

13.05

Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. **Such** return shall not result in the layoff or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who transfers shall retain his/her seniority in this bargaining unit up to the date of leaving the unit, as long as the employee remains a member of another CUPE bargaining unit of the Employer.

14.01 **Promotions Requiring Higher Qualifications**

If no employee is appointed to a vacancy in accordance with Article 16, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify during a trial period which shall be thirty (30) shifts worked. If the qualifications are not met within this time, or if the employee chooses, he/she shall revert to his/her former position.

The Employer shall also consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a six month period.

14.02 **On the Job Training**

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. Except where the Union and the Employer have jointly agreed to an Affirmative Action plan to redress inequities, such opportunities for training shall be allocated according to the seniority provisions of this Agreement. Job training shall only take place when the senior employee is present and is instructing the trainee.

14.03 **Training Course**

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of course (subjects and material covered).
- Time, duration and location of course.

This bulletin shall be posted for a period of two weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

Except where the Union and the Employer have jointly agreed to an affirmative action plan to redress inequities, the qualified applicant with the greatest seniority shall be selected.

Time spent in such training shall be considered to be time worked.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

15.02 Role of Seniority in Layoffs

Both parties recognize that **job** security shall increase in proportion to length of service. Therefore, in the event of a **layoff**, employees shall **be** laid off in the reverse order of their bargaining-unit-wide seniority. An employee about **to** be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

15.03

Recall Procedure

- a) Employees shall be recalled in the order of their seniority.
- b) It shall be the responsibility of the employee on layoff to ensure the Employer is kept informed of a current mailing address.
- c) The Employer shall notify a laid off employee of recall in writing by registered mail. An employee notified of recall shall confirm their intention to be recalled within two (2) working days of receipt of the registered letter and report for duty within seven (7) working days.
- d) In the event an employee cannot return within seven (7) working days due to having to give notice to another employee or other valid reason, it is agreed the time permitted to return shall be extended a reasonable time.
- e) In the event an employee does not respond to the recall notice, the Employer shall advise the Union in writing who will then attempt to contact the employee within twenty-four (24) hours. Failing a response from the employee, following Union contact with the employee, the employee shall be deemed to have resigned and will be no longer entitled to recall rights.

15.04

No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.05

In the event that the Employer is required to layoff an employee(s), the Union agrees to meet with the Employer and discuss the layoff in good faith. Unless legislation is more favourable, the employee(s) who is to be laid-off shall receive notice as follows:

- a) Employees with less than one year - two weeks' notice.
- b) Employees with more than one year - one week notice for each year of service completed, up to a maximum of four weeks.

15.06**Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

15.07**Leave to Attend to Personnel Matters**

When an employee is to be laid off, he/she shall be allowed one (1) hours off during his/her last shift in order to attend to any personnel or pay related matters not yet settled.

ARTICLE 16 - JOB POSTINGS**16.01****Posting**

- a) When a vacancy occurs in a position included within the scope of this Agreement, a notice shall be posted requesting applications to fill such a vacancy from employees of the Employer.

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, sign-in areas and on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position. Positions shall be advertised within one week of vacancy. However, vacancies arising from normal retirement shall be posted sixty days prior to the employee's normal retirement date, with notification to the Union.

- b) Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

16.02

Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.01. Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

ARTICLE 17 - LEAVE OF ABSENCE

17.01

Union Leave

- a) The Employer agrees that any full-time officer of the Union will not lose their seniority with the Employer while on leave of absence for the purpose of performing their duties as officers of the Union. On retirement from such office, they may return to the service of the Employer.
- b) The Employer agrees that where permission has been granted to job stewards, Union executive members or other representatives, to leave their employment temporarily for the purpose of collective bargaining with the Employer, or for the purpose of settling a grievance as outlined in Article 27, the said members shall suffer no loss of pay for the time so spent.
- c) Officers of the Union may be granted short leaves of absence without pay for other Union business insofar as the operation of the Employer will permit. Such leave shall be given precedence over any other applications for leave on the same day.

- d)
 - i) It is agreed that all collective bargaining will be carried out on behalf of the Union by a bargaining committee. The Employer will pay wage loss for no more than three (3) Union committee members.
 - ii) The Employer will pay regular straight time pay for any seven and one-half (7½) hour shift which the employee is unable to work by reason of attendance at negotiation meetings between the Union and the Employer.
 - iii) Neither the Union nor the Employer will pay any overtime if the said bargaining meetings go beyond seven and one-half (7½) hours and/or beyond the normally scheduled end of that employee's shift, with the exception of where an employee is scheduled to work overtime, then the Employer shall pay to the employee an amount equal to the overtime the employee would have earned.
 - iv) With regard to part-time employees, the Employer will pay regular straight time **for** any shift they were scheduled to work or would have been scheduled to work **by** reason of seniority and which they were unable to work by reason of their attendance at negotiation meetings between the Union and the Employer.
- e) Employees shall be given time off with pay in order to attend union conventions. The Union agrees to reimburse the Employer for such **costs** on the basis of wages plus cost of benefits.

17.02 Personal Leave

An employee shall be entitled to leave of absence without pay and without **loss** of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

17.03 Time Off to Vote

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

17.04 Time Off for Citizenship

An employee shall be allowed the necessary time off with pay to process the Canadian citizenship application.

17.05 Jury Duty

The Employer shall grant leave of absence without **loss** of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena **to attend** a court of law or coroner's inquest. **The Employer shall pay such an** employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before **any** government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment, shall be considered as time worked at the appropriate rate of pay.

17.06 Paid Bereavement Leave

- a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days, without **loss** of pay or benefits, in the case of death or serious illness of the employee's spouse.
- b) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave, without loss of pay **or** benefits, in the case of death or serious illness of a parent, common **law** spouse, brother, sister, child, step child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiance, or any other relative or **close** friend who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common law, at the discretion of the Employer. Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed seven (7) days.

- c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

ARTICLE 18 - MATERNITY LEAVE

a) Length of Leave

i) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of Maternity Leave and up to twelve (12) consecutive weeks of Parental Leave, all without pay. The Parental Leave must immediately follow the Maternity Leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both Maternity and Parental Leave without pay.

ii) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of Parental Leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

iii) Extensions - Special Circumstances

An employee shall be entitled to extend the Maternity Leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the Parental Leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided, however, that in no case shall the combined Maternity and Parental Leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

b) Notice Requirements and Commencement of Leave

- i) An employee who requests Parental Leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the Maternity and/or Parental Leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- iii) The Employer may require a pregnant employee to commence Maternity Leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- iv) An employee on Maternity Leave or Parental Leave shall provide four (4) weeks of notice prior to the date she or he intends to return to work.
- v) An employee who wishes to return to work within ~~six~~ (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- vi) Where a pregnant employee gives birth before requesting Maternity Leave or before commencing Maternity Leave, her Maternity Leave will be deemed to have started on the date she gave birth.

c) Return to Work

On resuming employment, an employee shall be reinstated in his or her previous or a comparable position and for the purposes of pay increments and benefits, referenced in Paragraph (e) herein, and vacation entitlement (but not for public holidays or sick leave) Maternity and Parental Leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

d) Benefits

All benefits shall continue uninterrupted during the period of time the employee is on Maternity and/or Parental Leave.

ARTICLE 19 - DISCRIMINATION

19.01

The Employer agrees that there shall be no discrimination exercised ~~or~~ practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union or any other reason.

19.02

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Act, or the Employment Standards Act, or any other labour relations legislation, may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

19.03

The rules, regulations and requirements of employment shall ~~be~~ limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

The Employer recognizes the right of employees to work in an environment which is free from sexual harassment.

- a) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but not be limited to:
 - i) sexual solicitation or advances; inappropriate touching or sexual comments; and
 - ii) any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected.
- b)
 - i) An employee wishing to discuss a concern arising from an alleged sexual harassment shall contact the Manager within a reasonable period of time following the alleged offence. The employee may be accompanied by a representative of the Union, if they so desire.
 - ii) The Manager shall investigate the complaint and in consultation with the respective supervisor and the Union, shall take such action as is necessary to resolve the matter. If the matter is not resolved to the satisfaction of the employee who registered the complaint, it may be referred to the arbitration process under this Agreement for resolution.
- c) If the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate disciplinary action.
- d) All complaints and discussions of this nature shall be treated in the strictest confidence.
- e) Pending determination of the complaint, the Company may take interim measures to separate the employees concerned if deemed necessary, without loss of regular earnings.

ARTICLE 20 - WORKLOADS - NO SPEED-UPS - NO REDUCTION IN HOURS

20.01 No Speed-Ups

There shall be no speed-ups or increase in the workload so as to impose an undue burden upon any employee covered by this Agreement. Any grievance under this section shall be resolved through the Grievances and Arbitration Procedures under the applicable sections.

20.02 No Reduction in Hours

Any employee with seniority standing over other employees cannot have his/her hours of employment unilaterally reduced per day or the number of days he/she works reduced per week unless by mutual consent, in writing, between the Union and the Employer. The employee must accept another assignment within his/her job classification, if necessary, to maintain his/her regular work shift hours.

ARTICLE 21 - GENERAL CONDITIONS

21.01 Personnel Records

The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned.

21.02

If an employee wishes to review, or have their designate review, the contents of their personnel file, they shall on each occasion submit a request in writing to the Employer and, upon receiving permission, such review shall take place in the presence of a person authorized by the Employer.

21.03 **Letter of Reference**

On termination of employment or for any reason, the Employer shall provide a letter of reference on request.

21.04 **No Reprisals Arising from Legal Work Stoppage**

The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in the work stoppage, or in any activity related to the work stoppage.

21.05 **Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union and to the CUPE representatives. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in the regard to discharge, discipline, promotion, demotion or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

21.06 Uniforms

The parties agree that each regular full time employee shall receive two (2) sets of uniforms upon completion of the probationary period. Thereafter, each regular full time employee shall be issued one (1) uniform per year.

The Employer agrees to provide and make available rain gear, rubber boots, and gloves for those employees required for snow removal.

21.07 Health & Safety

An Occupational Health and Safety Committee shall be established.

The Committee will be composed of an equal number of CUPE and Employer, representatives, but a minimum of two (2) CUPE Local 3643 and two (2) Employer representatives.

The Health and Safety Committee shall assist in creating a safe place of work; shall recommend actions which will improve the effectiveness of the Industrial Health and Safety Program and shall promote compliance with the regulations of the Workers' Compensation Board.

Meetings to be held once a month.

21.08 Joint Labour-Management committee

A Labour Management Committee shall be established consisting of two (2) members of the Union and two (2) representatives of the Employer.

The Employer shall meet at least once each month at a mutually agreeable time and place.

The Committee shall meet to discuss workplace issues of concern to either party.

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Minutes shall be kept of each meeting. Such minutes shall be typed and approved by both parties.

ARTICLE 22 - Job Descriptions

22.01

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Classifications and job descriptions so established shall not be eliminated without prior agreement with the Union.

22.02

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels their job is unfairly or incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, or the effective date of reclassification, such dispute shall be submitted to grievance and arbitration. No **job** posting shall be made in the event of an existing position being awarded a reclassification under the terms of this clause.

The functions of Window Cleaner shall be dealt with by the work-load committee.

22.03

Employees required to clean windows in excess of four hours in a shift shall receive an additional .25 per hour which will be paid for the full shift.

22.04

Safety Practices Window Cleaning - General Requirements

Except as provided by the Industrial Health and Safety Regulations, window cleaning work shall be conducted in accordance with the applicable requirements of the Canadian Standards Association **Z91** "Code of Practice **for** Window Cleaning".

The Employer shall make available to all Window Cleaners, a copy of the **CSA-Z91** Code for Window Cleaning at no cost to the employee.

22.05

Safety Devices

a) **Requirements for Safety Devices**

Where windows are being cleaned from the outside at elevations ten feet (**10'**) (**3meters**) or more above grade, appropriate safety devices shall be provided and used.

b) **Acceptable Safety Devices**

Safety devices include ladders, platforms, swing stages, monorail systems, bosun's chairs, suspension harnesses, extended window platforms, safety belts, life-lines and attachments, and other devices acceptable to the Workers' Compensation Board.

c) **Design Maintenance and Use**

Such devices shall be designed, used and maintained in accordance with the relevant regulations contained in Sections **14**, **30** and **32** of the Industrial Health and Safety Regulations made under the appropriate Sections of the Workers' Compensation Act.

22.05 **Window Sills**

a) **Auxiliary Sills**

Workers shall not stand on window sills which extend outward less than four inches (**4"]10cm**) from the window frame, unless auxiliary sills or other equally effective devices are used.

b) **Width of Sills**

The combined width of a permanent and auxiliary sill shall not be less than ten inches (**10"**) (25 cm) or more than fourteen inches (**14" X 36cm**).

c) **Securing of Sills**

Auxiliary sills or other devices shall be designed to be securely fastened in place from within the building.

22.06 **Using Ledges as Walkways**

Workers cleaning windows shall not pass from window to window on the outside of the building, except where a ledge provides a continuous secure footing of not less than ten inches (**10"**) (25 cm) wide and where safety devices are used to give continuous protection.

22.07 **Safety Belts, Safety Straps and Anchors**

Workers on permanent or auxiliary window wills at elevations of ten feet (10') (3 m) or more above grade shall wear safety belts. The belts shall be fitted with safety straps, secured to permanent anchors on either side of the window. Such belts and anchors shall meet the requirements of the standard referred to in the I.H.&S Regulations 74:02 (Note: CSA Approved **Z91**).

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 Notice of Change

The Board will give to the Union, in writing, at least one hundred and twenty (120) days' notice of any intended Technological Change. Technological Change means any changes in work methods, operations or processes, or the introduction of any new equipment which:

- a) significantly affects the terms and conditions of one or more employees to whom this Agreement applies; or
- b) alters significantly the basis upon which this Agreement was negotiated.

23.02 Discussion

During the term of this Agreement, any disputes arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two parties to this Agreement.

23.03 Referral to Arbitration

Where the Board introduces, or intends to introduce, a technological change that:

- a) affects the terms and conditions, or security of employment, of a significant number of employees to whom this Agreement applies; and
- b) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 7 of this Agreement, by passing all other steps in the Grievance Procedure.

23.04

Arbitration Board

The arbitration board shall decide whether or not the Board has introduced, or intends to introduce, a technological change and upon deciding that the Board has or intends to introduce a technological change, the arbitration board:

- a) shall inform the Minister of Labour **of** its finding, and
- b) may then or later make any one or more of the following orders:
 - i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement **was** negotiated;
 - ii) that the Board will not proceed with technological change for such period not exceeding ninety (**90**) days, as the arbitration **board** considers appropriate;
 - iii) that the board reinstate any employee displaced **by** reason of the technological change;
 - iv) that the board pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - v) that the matter be referred **to** the Labour Relations Board and, upon such reference being made, the provisions of Section **77** of the Industrial Relations Act of British Columbia shall apply.

ARTICLE 24 - DEFINITIONS

24.01

Definitions

- a) "Regular full time employee" shall mean an employee who is employed during the calendar year on a full time basis.
- b) "Regular part time employee shall mean an employee who is employed during the calendar year but who works less than a full time basis.
- c) "Relief or Casual employee" shall mean an employee who is employed on a day-to-day basis to augment or substitute for regular staff.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the Labour Code of British Columbia shall, without stoppage of work, be the subject of collective bargaining between the Union and the Employer and shall be finally and conclusively settled under and by the following procedure:

Step 1

The aggrieved person or the shop steward or the Union shall, in the first instance, give full particulars of a grievance in writing to the immediate non-union supervisor or, if absent, to the Contract Manager, with the grievor and/or the shop steward present at the presentation of the grievance. This first step of the grievance procedure shall be exercised by the aggrieved person within ten (10) working days of the occurrence of the incident (it being understood, however, that the grievance may be filed by the shop steward of the Union within ten (10) working days of their becoming aware of the occurrence). If the grievance has been referred to the department head at Step 1, then Step 2 of the grievance procedure will not apply to that grievance.

Note: A copy of the grievance shall be forwarded to the Contract Manager at the time of filing the grievance at Step 1.

Step 2

If the alleged grievance is not settled within seven (7) working days of being referred to the appropriate person under Step 1 above, or any extended time that may be agreed upon, or if the Contract Manager, as the case may be, has stated that the matter is beyond his authority, the grievance shall then be taken up with the department head in the presence of the grievor and/or the shop steward.

Step 3

If the grievance is not settled within seven (7) working days of being referred to the Contract Manager, the matter may within seven (7) working days be referred by the Union to the District Manager.

Step 4

If no settlement is reached at Step 3, within seven (7) working days of the first meeting of the parties, pursuant to Step 3, the grievance may be submitted by either party to a board of arbitration and the grievance shall be finally and conclusively settled without stoppage of work, by arbitration.

25.02 **Employer Grievance**

Step 1

If the Employer elects to file a grievance under this Agreement, the grievance shall be in writing and shall be forwarded to the Secretary of Local **3643** of the Union and the grievance shall then be discussed by the designated representative of the Union and the designated representative of the Employer within ten (10) days of being filed.

Step 2

If no settlement is reached at Step 1 within ten (10) days of the first meeting of the parties, pursuant to Step 1, the grievance may be submitted by either party to a board of arbitration and the grievance shall be finally and conclusively settled without stoppage of work by arbitration.

25.03

Arbitration

The board of arbitration shall consist of three (3) persons, one to be chosen by the Employer and one to be chosen by the Union, and the third, who shall be chairperson, to be selected by the two so appointed, and if they are unable to agree upon or otherwise fail to appoint a chairperson, the Minister of Labour shall be requested to appoint such a chairperson and otherwise the provisions of the "Arbitration Act" shall apply. The decision of the arbitration shall be final and binding upon both the Employer and the Union. The Employer and the Union shall bear the fees and expenses of the arbitrators respectively appointed by them and shall pay one half of fees and expenses of the chairperson based on the Schedule of Fees as set out in the "Arbitration Act", or such greater fees as may be agreed upon by the Employer and the Union or either of them and the member or members of the arbitration board concerned.

25.04

Wrongful Dismissal

Where an arbitration board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such arbitration board may:

- a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension or other discipline, or such lesser sum, as, in the opinion of the arbitration board, is fair and reasonable; or
- b) Make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, or within a reasonable amount of time they shall not be deemed to have prejudiced their position in arbitration.

As an alternative to full blown arbitration under this article, the parties may mutually agree, on a case by case basis, to refer any grievance to expedited arbitration under this section.

Expedited arbitration decisions shall be limited in application to each particular dispute and are without prejudice. Such decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding. Expedited arbitration decisions shall be rendered verbally to parties within three (3) working days of the hearing and confirmed in writing, with a brief statement of reasons.

The parties shall meet to select an expedited arbitrator from among the following list. The parties may mutually add names to and delete names from the list at any time:

- a)
- b)
- c)

The parties shall equally share the costs of the fees and expenses of the expedited arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitration board established under this article.

As the process **is** intended to be non-legal, lawyers will not be used to represent either party at expedited arbitration. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

A brief of pertinent documents and a statement of agreed upon facts shall be jointly presented to the expedited arbitrator.

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations. Responses to opening statements shall cover any facts which are in dispute and any additional facts available. Argument will be presented only to points in issue.

Expedited arbitration decisions shall be final and binding upon the parties and shall not be subject to appeal of any kind.

25.06 **Discharge and Discipline Procedure**

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. A supervisor may suspend an employee but shall immediately report such action to the Contract Manager. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her steward or union representative. Such employee and the Union, shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

25.07 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 26, Grievance Procedure. Steps 1, of the Grievance Procedure shall be omitted in such cases.

25.08 **Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

25.09 **Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a board of arbitration, if the matter is referred to such a board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

25.10 **Progressive Discipline**

The parties agree to the principles of progressive discipline. Discipline shall be meted out in the following fashion;

1. Verbal warnings
2. Written warnings
3. Suspensions
4. Discharge

The parties agree that the level of discipline may be determined by the severity of the employee's action.

25.11 **Designation of Supervisor**

Every employee shall be notified of the name of his/her immediate designated supervisor.

25.12 **Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, (or refuse to handle goods from an employer where a strike or lockout is in effect). Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

25.13 **Political Action**

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

25.14 **Right to Have Steward Present**

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.

A steward or local union officer shall have the right to consult with a CUPE staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

25.15 **Personnel Records**

An employee shall have the right at any time to have access to and review his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her personnel record.

25.16 **Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

ARTICLE 26 - BENEFITS

26.01 Benefit Administration

The Employer has the sole responsibility for all aspects of the administration **of** the Health and Welfare benefit plans.

26.02 Medical Coverage

Medical Services Plan

- i) The Employer shall pay 100% of the premiums.
- ii) All regular full-time employees and permanent part-time employees (permanent part-time defined as employees working not less than 15 hours/2 days per week) who have completed six (6) months continuous service shall be entitled to coverage under the Medical Services Plan established under the Medical Services Act of British Columbia.
- iii) Where an employee, after becoming eligible for such benefits, is laid off and is subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of 100% of such coverage immediately upon re-employment. If re-employment within the period of twelve (12) months does not occur, the employee shall again be required to complete six (6) months of continuous service before being eligible for the coverage provided in this Article 28.02 (a).

26.03 Dental Services Plan

The Employer shall establish a dental plan for all regular full-time employees who have completed six (6) months of continuous service and all permanent part-time employees who have completed twelve (12) months of continuous service on the following basis:

- a) The Employer shall pay 100% of the premiums.
- b) Basic Dental Services (Plan A) paying 90% **of** the approved schedule of fees.
- c) Prosthetics, crowns and bridges (Plan B) paying 50% of the approved schedule of fees.
- d) A combined maximum of \$1,000.00 on Plan A and Plan B.

26.04 Group Life Insurance/A.D.& D.

Regular employees who have completed six (6) months of continuous service shall be insured for \$15,000.00 under a Group Insurance Plan.

Regular employees who have completed six (6) months of continuous service shall receive coverage for Accidental Death and Dismemberment of \$15,000.00.

26.05 Vision Care

Vision Care option of \$100.00 payable every two years.

26.06 Same Sex Benefit Coverage

For the purpose of all benefit coverages, an employee who co-habits with a person of the same sex, and who promotes such person as a “spouse” (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

26.07 Benefits and % in Lieu for Regular Part-time Employees

Part-time employees shall be entitled to benefits in accordance to the conditions set out in the plans. Present employees on the plans shall continue to be covered. Part-time employees shall be paid vacation pay in accordance with Article 12.

ARTICLE 27 - SAFETY

27.01

All employees shall be covered by the provisions of the Workers' Compensation Act.

- a) No person shall carry out or cause to be carry out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety *of* any person.
- b) Pursuant to Clause (a), a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or employer.
- c) The supervisor or employer receiving a report made under Clause (b) shall forthwith investigate the matter and:
 - i) ensure that any unsafe condition **is** remedied without delay; or,
 - ii) if in **his** opinion the report **is** not valid he shall *so* inform the person who made the report.
- d) When the procedure under Clause (c) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or Employer shall investigate the matter in the presence of the worker who made the report and in the presence of:
 - i) a worker representative of the Industrial Health and Safety Committee; or,
 - ii) **a** worker who **is** selected by a trade union representing the worker; or,
 - iii) when there **is** no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- e) When the investigation under Clause (d) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the Employer, and the worker shall forthwith notify an officer of the board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.
- f) No worker shall be subject to disciplinary action because he has acted in compliance with this regulation or an order made by an officer *of* the board.

g) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Clause (a) is resolved shall be deemed not to constitute disciplinary action.

h) Manual Lifting and Carrying Restrictions

Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids **as will** ensure that the process does not endanger the health and safety of any worker.

27.03

The Employer shall not request an employee to comply with an order, directive and/or assignment that is unreasonable and/or otherwise improper.

27.04

The Employer shall supply and maintain "approved" First Aid Kits in all vehicles and at all work locations where there is protected and safe storage for the kits.

27.05

The Employer shall furnish employees all tools and equipment required by employees in the performance of their duties. Replacement **will** be made by producing the worn or broken tools or proving that the tool was lost. The employee shall be held responsible for same, except when order to leave tools on the job or when left on the Employer's premises.

27.06

The Employer shall supply adequate hygienic protection, including coveralls, gloves and any other protective clothing, for those employees who require such protection in the course of their job duties.

ARTICLE 28 - TERM OF THE AGREEMENT

28.01

This Agreement shall be for a term with effect from June 1, 1994 to May 31, 1997, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining or should the parties be deemed to have given notice under Section 62 of the Industrial Relations Act, this Agreement shall continue in full force and effect and neither party shall make any change or alter the terms of this Agreement until:

- a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Industrial Relations Act; or
- b) The Employer can lawfully **lock** out in accordance with the provisions of Part 5 of the Industrial Relations Act; or
- c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new collective agreement;

whichever is earliest.

28.02


It is understood and agreed between the Employer and the Union that the operation of Subsection (2) of Section 66 of the Industrial Relations Act is hereby excluded from and shall not be applicable to this Agreement.

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation. If there is **no** agreement between the parties on this issue, the matter shall be resolved by arbitration.


SIGNED IN THE PROVINCE OF BRITISH COLUMBIA THIS 11 DAY OF
October, 1995.

SIGNED ON BEHALF OF
MARRIOTT CORPORATION OF
CANADA LTD.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 3643



Colin Bourdette



Greg Fisher.

opeiu-491
cnc

WAGES
SCHEDULE "A"

Effective June 1, 1994:

Light Duty Cleaner	\$ 8.20/hr
Heavy Duty Cleaner	\$ 8.87/hr

Effective February 23, 1995

Light Duty Cleaner	\$ 8.45/hr
Heavy Duty Cleaner	\$ 9.12/hr

Effective June 1, 1995

Light Duty Cleaner	\$ 8.62
Heavy Duty Cleaner	\$ 9.30

Effective June 1, 1996

Light Duty Cleaner	\$ 8.79
Heavy Duty Cleaner	\$ 9.50

opeiu-491
/cnc
3643ca97