

**COLLECTIVE AGREEMENT**

**between the**

**MARRIOTT MANAGEMENT SERVICES AT RIVERVIEW**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from August 1, 1995 to July 31, 1999**



**TABLE OF CONTENTS**

**DEFINITIONS**..... 1

**ARTICLE 1 - AGREEMENT AND SCOPE**..... 3

    1.1 Purpose..... 3

    1.2 Scope ..... 3

    1.3 Recognition ..... 3

    1.4 Correspondence..... 3

    1.5 Representation..... 3

    1.6 Future Legislation ..... 3

    1.7 Singular and Plural/Gender ..... 4

    1.8 Policies ..... 4

**ARTICLE 2 - EMPLOYEE RIGHTS** ..... 4

    2.1 Human Rights Act ..... 4

    2.2 No Discrimination for Union Activity ..... 4

    2.3 Right to Refuse to Cross Picket Lines..... 4

    2.4 Personal and Sexual Harassment..... 4

    2.5 Non-Related Duties ..... 5

**ARTICLE 3 - EMPLOYER RIGHTS**..... 5

    3.1 Employer Rights ..... 5

    3.2 Managers Excluded from Bargaining Unit Work ..... 6

**ARTICLE 4 - UNION DUES AND RECOGNITION**..... 6

    4.1 Dues and Assessments ..... 6

    4.2 Information and Dues Remitted to the Union ..... 6

    4.3 New Employees..... 6

    4.4 Income Tax Receipts ..... 6

    4.5 Union Bulletin Boards ..... 6

    4.6 Maintenance of Union Membership ..... 7

**ARTICLE 5 - UNION RECOGNITION AND RIGHTS OF STEWARDS** ..... 7

    5.1 Stewards and Leave for Stewards' Duties ..... 7

    5.2 Access for Union Representatives ..... 7

    5.3 Confidential Office Use ..... 7

    5.4 Literature Distribution ..... 7

    5.5 Union Pin and Shop Cards ..... 7

**ARTICLE 6 - TIME OFF FOR UNION BUSINESS** ..... 8

**ARTICLE 7 - STRIKES AND LOCKOUTS**..... 8

    7.1 No Strike or Lockout ..... 8

    7.2 Essential Services..... 8

**ARTICLE 8 - GRIEVANCE PROCEDURE**..... 8

    8.1 Procedure ..... 8

8.2	Time Limit - Submission to Arbitration.....	9
8.3	Policy Grievance.....	9
8.4	Discipline and Discharge Grievances .....	9
8.5	Time Limits .....	10
8.6	Resolutions Binding .....	10
8.7	Administrative Provisions .....	10
8.8	Technical Objections to Grievances .....	10
8.9	Deviation from Grievance Procedure .....	10
<b>ARTICLE 9 - ARBITRATION PROCEDURE .....</b>		<b>10</b>
9.1	Notice to Arbitrate.....	10
9.2	Arbitrator Selection .....	11
9.3	Scope of Arbitrator .....	11
9.4	Decision Final and Binding .....	11
9.5	Costs of Arbitration .....	11
9.6	Improper Discharge, Suspension or Layoff .....	11
9.7	Time Limit for Decision.....	11
9.8	Expedited Arbitration Procedure.....	11
9.9	Burden of Proof.....	12
<b>ARTICLE 10 - EMPLOYEE RECORDS/NOTICES/INDEMNITY .....</b>		<b>12</b>
10.1	Access to Personnel File .....	12
10.2	Performance Appraisal Reports .....	12
10.3	Personnel File Entries.....	12
10.4	Right to Have Steward Present .....	13
10.5	Probationary Discharge.....	13
<b>ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE.....</b>		<b>14</b>
11.1	Formation of Committee .....	14
11.2	Scope of the Committee .....	14
<b>ARTICLE 12 - PROBATIONARY PERIOD .....</b>		<b>14</b>
12.1	Full-Time and Part-Time Employees.....	14
<b>ARTICLE 13 - SENIORITY .....</b>		<b>14</b>
13.1	Seniority.....	14
13.2	Loss of Seniority.....	14
13.3	Seniority Lists .....	15
<b>ARTICLE 14 - LAYOFF .....</b>		<b>15</b>
14.1	Role of Seniority in Layoff .....	15
14.2	Bumping .....	15
14.3	Union Notification.....	16
<b>ARTICLE 15 - TECHNOLOGICAL CHANGE .....</b>		<b>16</b>
15.1	Notice of Technological Change .....	16
15.2	Meetings Between Employer and Union.....	16
15.3	Grievance Arbitration Procedure.....	16

<b>ARTICLE 16 - TRAINING</b> .....	16
16.1 Purpose of Training .....	16
16.2 Paid Training .....	16
16.3 Partial Paid and Unpaid Training .....	17
16.4 Labour/Management Committee Role .....	17
<b>ARTICLE 17 - JOB POSTINGS</b> .....	17
17.1 Posting of Vacancies .....	17
17.2 Information on Postings .....	17
17.3 Sequence and Priority in Selections .....	17
17.4 Judgment Reasonable .....	17
17.5 Copies of Posting Awards.....	18
17.6 Limit on Future Postings .....	18
17.7 Rate of Pay for Successful Applicant.....	18
17.8 Trial Period.....	18
17.9 Temporary Vacancies.....	18
17.10 Disabled Employee Placement .....	18
<b>ARTICLE 18 - CONTRACTING OUT</b> .....	18
18.1 No Layoff of Employees .....	18
18.2 Exceptions .....	18
<b>ARTICLE 19 - HOURS OF WORK</b> .....	19
19.1 Hours of Work—Full-time Employees .....	19
19.2 Lunch Periods .....	19
19.3 Rest Periods .....	19
19.4 Split Shifts .....	19
19.5 Clean-up Time .....	19
19.6 Work Time Records.....	19
19.7 Shift Changes.....	20
<b>ARTICLE 20 - REPORTING PAY</b> .....	20
20.1 Guaranteed Minimum Hours .....	20
20.2 Weather Conditions Excepted .....	20
<b>ARTICLE 21 - WORK SCHEDULES AND AVAILABILITY</b> .....	20
21.1 Work Schedules.....	20
21.2 Availability Requirements.....	21
21.3 Release from Availability Requirements .....	21
21.4 Exchange of Shifts.....	21
21.5 No Show .....	21
21.6 Notice Periods.....	21
21.7 Shift Breaks.....	22
<b>ARTICLE 22 - RATES OF PAY AND CLASSIFICATIONS</b> .....	22
22.1 New Classifications .....	22
22.2 Rates of Pay .....	22
22.3 Paydays .....	22

22.4	Work in Higher Classification.....	23
22.5	Job Classifications .....	23
22.6	Skill Assessment .....	23
<b>ARTICLE 23 - OVERTIME.....</b>		<b>23</b>
23.1	Definitions .....	23
23.2	Overtime Compensation .....	23
23.3	Payment for Overtime Compensation .....	23
23.4	Recording of Overtime .....	24
23.5	Equitable Distribution of Overtime .....	24
23.6	Refusal of Overtime.....	24
23.7	Overtime Entitlement .....	24
23.8	No Layoff to Compensate for Overtime .....	24
23.9	Overtime for Part-time Employees .....	24
23.10	Call Out Provisions.....	24
23.11	Rest Interval After Overtime .....	24
<b>ARTICLE 24 - SHIFT WORK.....</b>		<b>25</b>
24.1	Definition of Shift .....	25
<b>ARTICLE 25 - VACATION ENTITLEMENT AND PAY .....</b>		<b>25</b>
25.1	Purpose of Vacation.....	25
25.2	Year of Service .....	25
25.3	Vacation Entitlement and Pay .....	25
25.4	Vacation Scheduling.....	25
25.5	Paid Holiday Coinciding with Day of Vacation .....	26
25.6	Vacation Payment .....	26
25.7	Part-time Employees .....	26
25.8	Call Back from Vacation .....	26
25.9	Vacation in First Year .....	26
25.10	Leave of Absence While on Vacation.....	26
<b>ARTICLE 26 - PAID HOLIDAYS .....</b>		<b>27</b>
26.1	Paid Holidays .....	27
26.2	Pay Calculation and Qualifications .....	27
26.3	Working on a Statutory Holiday .....	27
26.4	Statutory Holiday on a Day Off .....	27
26.5	Eligibility.....	28
26.6	Christmas or New Year's Day Off .....	28
<b>ARTICLE 27 - SAFETY .....</b>		<b>28</b>
27.1	Compliance with Statutes.....	28
27.2	Safety Committee.....	28
27.3	Performance of Work.....	28
27.4	Injury Pay Provision .....	28
27.5	Transportation of Accident Victims .....	28
27.6	Investigation of Accidents.....	29
27.7	Protective Clothing and Equipment.....	29

<b>ARTICLE 28 - EMPLOYEE BENEFIT PROGRAMS</b> .....	29
28.1    Canada Savings Bonds.....	29
<b>ARTICLE 29 - GENERAL LEAVES OF ABSENCE</b> .....	29
29.1    Requests for Leave .....	29
29.2    Bereavement Leave .....	29
29.3    Leave for Court Appearances .....	30
29.4    Maternity Leave .....	30
29.5    Special Leave.....	31
29.6    Elections Acts .....	31
29.7    Elected Positions.....	31
29.8    Sick Leave .....	32
<b>ARTICLE 30 - MEDICAL EXAMINATIONS</b> .....	32
30.1    Medical Examinations .....	32
30.2    Pre-Employment Medical Examinations.....	32
<b>ARTICLE 31 - WORK CLOTHING, LOCKERS AND TOOLS</b> .....	32
31.1    Supply of Uniforms .....	32
31.2    Return of Uniforms .....	32
<b>ARTICLE 32 - TERM OF AGREEMENT</b> .....	32
32.1    Term.....	32
32.2    Notice to Bargain .....	32
32.3    Changes in Agreement.....	33
32.4    Limitations.....	33
<b>APPENDIX A - Classifications and Hourly Rates of Pay</b> .....	34

## DEFINITIONS

For the purpose of this Agreement:

- (1) "*Bargaining unit*" - all employees of Marriott Management Services, at B.C. Mental Health Society and Colony Farm.
- (2) "*Category*" - means the various employee classifications performing work.
- (3) "*Child*" - wherever the word child is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.
- (4) "*Day of rest*" - in relation to an employee, means a day other than a holiday which an employee is not ordinarily scheduled to work. This does not include employees on a leave of absence.
- (5) "*Dismissal*" - means the separation of an employee from the Employer for cause.
- (6) "*Employee*" - means a person employed by the Employer who is a member of the bargaining unit.
  - (a) "*Full-time employee*" - means an employee who is scheduled on a regular basis by the Employer whose primary function is to perform work related to the maintenance of the facilities.
  - (b) "*Part-time employee*" - means an employee who is scheduled by the Employer from time to time on an irregular basis to perform work or who works less than forty (40) hours per week.
- (7) "*General Manager*" - means by the General Manager of Marriott Corporation of Canada Ltd.
- (8) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (9) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (10) "*Red-circled*" - means that an employee's current hourly rate will be maintained above the classified rate for his job until such time as the classified rate for his job exceeds his current hourly rate.
- (11) "*Resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (12) "*Rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have a rest.
- (13) "*Spouse*" - the terms spouse, husband or wife as used in the Collective Agreement, or terms and conditions of employment, shall include common-law spouse (husband or wife). A common-law spouse is defined as one:
  - where the employee and the common-law spouse have been co-habiting for at least twelve (12) months; or

-- where the employee and the common-law spouse have been co-habiting for less than twelve (12) months, but the employee has claimed the common law spouse's child/children for taxation purposes; or

-- where the employee has signed a declaration of affidavit that he/she is living in a common-law relationship.

(14) "*Union*" - means the B.C. Government and Service Employees' Union.

(15) "*Work day*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

(16) "*Assignment of work*" - for full-time and part-time employees an assignment of work is the total number of shifts assigned per week in the weekly schedule which runs from Saturday through Friday.

(17) "*Shift*" - for full-time and part-time employees, a shift is the total number of hours assigned per day in the weekly schedule.

# 1 - AGREEMENT AND SCOPE

## .1 Purpose

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and the employees, to provide excellent and efficient services to patients and users, to provide an amicable method of settling differences and misunderstandings that may arise, to further to the fullest extent possible the safety and welfare of the employees, economy of operations, quality of work performed and protection of property.

## .2 Scope

This Agreement covers all employees who occupy classifications appearing in the schedule of wages attached. This Agreement also covers any new positions falling within the Union's jurisdiction and bargaining unit.

## .3 Recognition

The Employer recognizes the Union as the sole bargaining authority for all its employees within the bargaining unit as defined.

## .4 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager or his designate.
- (c) The Employer agrees that a copy of all correspondence between the Employer and any employee in the bargaining unit related to matters covered by this Agreement shall be sent to the President of the Union or his designate.

## .5 Representation

- (a) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- (b) No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

## .6 Future Legislation

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the Parties shall immediately

meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

**.7 Singular and Plural/Gender**

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

**.8 Policies**

No policies made by the Employer shall conflict with the terms of this Agreement.

**2 - EMPLOYEE RIGHTS**

**.1 Human Rights Act**

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

**.2 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practised with respect to any employee for reason of membership or activity in the Union.

**.3 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the applicable Labour Legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of the Agreement, counted as a "no-show", nor shall it be grounds for disciplinary action.

**.4 Personal and Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

(b) Personal harassment is:

(1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia or for sexual orientation. These include: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.

(2) deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

(c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- (1) sexual solicitation or advance or inappropriate touching or sexual assault;
- (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(d) An employee allegedly being harassed by another employee, a supervisor or a contractor engaged by the Employer may register the complaint in writing to the District Manager, either directly or through the Union. The District Manager shall deal with the complaint with all possible confidentiality and discretion.

The District Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated and indicate what action, if any, was taken.

Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance procedure.

(e) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

**.5 Non-Related Duties**

Employees shall not perform, nor be required to perform duties which are not related to the Employer's business.

**3 - EMPLOYER RIGHTS**

**.1 Employer Rights**

Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole, exclusive right and responsibility to manage its operations and business as it sees fit, including but not limited to the following:

- (a) to hire employees and to direct the working forces, including the right to decide the number of employees needed by the Employer or required for any task, to organize and assign the work; to schedule shifts, to maintain order, discipline and efficiency of all operations;
- (b) to make and to alter from time to time rules and regulations to be observed by all employees. Prior to implementing such rules and regulations the Employer will first advise the Union;

(c) to discipline or discharge employees for proper cause and to retire employees at their normal retirement age.

## **.2 Managers Excluded from Bargaining Unit Work**

Managers shall not perform work of the bargaining unit, except for the purposes of training, or in cases of emergency when employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

# **4 - UNION DUES AND RECOGNITION**

## **.1 Dues and Assessments**

(a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions and such deductions shall be subject to the Labour Code of British Columbia.

(b) The Employer shall deduct from each employee that is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union.

(c) Deductions shall be made semi-monthly.

(d) The Union shall advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

## **.2 Information and Dues Remitted to the Union**

Union dues so deducted shall be remitted to the President of the Union no later than the 15th day of the month following the date of deduction. The Employer shall also provide the Union with a list of names, addresses and phone numbers of those employees from whose wages such deductions were made, together with the amounts deducted from such employees.

## **.3 New Employees**

At the time of hire, new employees will be advised that a Collective Agreement is in effect.

The Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes, sometime during the first thirty (30) days of employment.

## **.4 Income Tax Receipts**

The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

### **.5 Union Bulletin Boards**

The Union shall provide two (2) bulletin boards for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such boards shall be restricted to the business affairs of the Union. Such information shall be posted by a designated shop steward.

### **.6 Maintenance of Union Membership**

- (a) All employees in the bargaining unit who were members of the Union as of December 17, 1990 shall maintain membership in the Union and all new bargaining unit employees hired on or after December 17, 1990 shall as a condition of employment become members of the Union and maintain such membership.
- (b) The maintenance of membership will be subject to the applicable Labour Legislation.

## **5 - UNION RECOGNITION AND RIGHTS OF STEWARDS**

### **.1 Stewards and Leave for Stewards' Duties**

(a) The Employer recognizes the Union's right to appoint two (2) shop stewards and the Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. A shop steward shall obtain the permission of his/her immediate supervisor prior to leaving the work station. Such permission shall not unreasonably be withheld. On resuming his/her normal duties the shop steward shall notify his/her supervisor.

Paid leave, with prior permission, may be granted for:

- (1) investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with Article 8 of this Agreement;
- (2) attending meetings called by management;
- (3) investigation of employee complaints of an urgent nature.

### **.2 Access for Union Representatives**

Union representatives shall be permitted entry to the Employer's operations, on approval from an Employer's representative, in order to carry out their required duties. Union representatives will not interfere with employees during working hours unless permission is granted by the Employer's representative who may accompany the Union representative.

### **.3 Confidential Office Use**

The Employer shall make available, to Union representatives provided access to the operations, temporary use of an office or similar facility to conduct confidential investigation of grievances.

#### **.4 Literature Distribution**

When distributing literature at the Employer's place of business the Union agrees to provide the Employer with a copy and circulate the literature to bargaining unit employees from a location as approved by the Employer.

#### **.5 Union Pin and Shop Cards**

All bargaining unit employees shall have the right to wear the standard Union pin, in a designated visible position on their uniform.

### **6 - TIME OFF FOR UNION BUSINESS**

(a) Leave of absence without loss of seniority may be granted to an employee by the Employer, taking into consideration operational requirements for:

- (1) an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) a bargaining unit employee called by Union to appear as a witness before an Arbitration Board;
- (3) for elected or appointed representatives to attend to Union business which requires them to leave work.

(b) Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are representatives of the union to carry on negotiations with the employer.

(c) Employees requesting such leave will complete the necessary documentation prior to such leave. With the exception of (a)(3) above, employees will complete such documentation at least fourteen (14) days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.

(d) To facilitate the administration of this article, when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the employee for such employee(s) salary and benefit costs.

### **7 - STRIKES AND LOCKOUTS**

#### **.1 No Strike or Lockout**

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee or group of employees during the term of this Agreement and the Employer agrees that there shall be no lockout during the term of this Agreement.

#### **.2 Essential Services**

The Parties recognize that in the event of a strike or lockout, as defined in the applicable Labour Legislation, essential services will be maintained.

## **8 - GRIEVANCE PROCEDURE**

### **.1 Procedure**

Should a dispute arise between the Employer and any employee or employees regarding the interpretation, application, operation or an alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the dispute shall be considered a grievance and an earnest effort shall be made to settle the dispute in the following manner:

(a) *Step 1*

Every effort shall be made by the employee and his supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have his/her steward present at such discussion. If the dispute is not resolved orally, the employee may, within fifteen (15) calendar days of the occurrence of or first learning of the occurrence, submit a written grievance as follows:

(b) *Step 2*

A written grievance shall be presented, within fourteen (14) calendar days of the conclusion of the above discussion, to the supervisor involved, who will provide a receipt stating the date on which the grievance was received. The supervisor shall meet with the employee(s) and/or shop steward and provide such employee(s) and/or shop steward with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.

(c) *Step 3*

Failing a satisfactory settlement of the matter at Step 1, the employee(s) and/or shop steward may, within fifteen (15) calendar days of receiving the supervisor's response, present a written grievance to the appropriate Manager. The Manager or his/her designate shall sign and date the grievance received and provide the employee(s) and/or the shop steward with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.

(d) *Step 4*

Failing a satisfactory settlement of the matter at Step 2, the Union Representative may, within fifteen (15) calendar days of receiving the Step 2 response, present a copy of the written grievance to the appropriate General Manager. The General Manager shall meet with the Union Representative and provide the Union Representative with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.

### **.2 Time Limit - Submission to Arbitration**

Failing a satisfactory solution to the grievance at Step 3, the Union Representative may advise the General Manager, in writing, within thirty (30) calendar days of receiving the Step 3 response, that the grievance is to proceed to arbitration in accordance with the provisions of Article 9 of this Agreement.

### **.3 Policy Grievance**

The Employer or the Union may submit a policy grievance with respect to any alleged violation of this Agreement and such grievance will be presented, in writing, at Step 3 of the procedure as set out in this Article. A policy grievance must be presented within fifteen (15) calendar days of the event giving rise to the grievance. The authorized representatives of the Employer and the Union shall meet and the grieving party shall be provided a written response to the grievance, by the other Party, within fifteen (15) calendar days of receiving the grievance. In the event the matter is not satisfactorily resolved, the grieving party may, within thirty (30) calendar days of receiving the other Party's written response, require that the matter be submitted to arbitration in accordance with the provisions of Article 9 of this Agreement.

### **.4 Discipline and Discharge Grievances**

(a) If an employee believes he/she has been unjustly disciplined, suspended or discharged, such employee and/or shop steward, may present a written grievance to the General Manager within fifteen (15) calendar days of the action taken by the Employer. The employee's grievance shall be initiated at Step 2 of the grievance procedure as set out in this article.

(b) When an employee has been disciplined, the employee and the Union shall be provided a copy of the discipline notice to be placed on the employee's personnel file. If the employee is required to sign, acknowledging receipt of the discipline notice, it is agreed that the employee's signature only confirms receipt of the notice and not acceptance of the validity of the action taken by the Employer.

### **.5 Time Limits**

If a grievance is not initiated in accordance with the provisions and time limits set out in this Article, then such grievance shall be forfeited and waived. The Employer and the Union may, however, mutually agree to extend any of the time limits contained in this article.

### **.6 Resolutions Binding**

Where any grievance is resolved in accordance with the procedures set out in this article, such resolution shall be final and binding on the Employer, the Union and the employee(s).

### **.7 Administrative Provisions**

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or other mutually acceptable means.

(b) Grievances, replies and notification shall be deemed to be presented on the date on which they are registered or accepted by a courier, and received on the day they were delivered to the appropriate office of the Employer or Union.

### **.8 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to waive formal procedural irregularities in the

processing of a grievance in order to determine the real matter in dispute and to render a decision, according to equitable principles and the justice of the case.

#### **.9 Deviation from Grievance Procedure**

(a) The Employer agrees that after a grievance has been initiated at Step 1 by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to present the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **9 - ARBITRATION PROCEDURE**

#### **.1 Notice to Arbitrate**

Either Party to this Agreement may, in accordance with the grievance procedure set out in Article 8, notify the other Party, in writing, of its intent to submit to arbitration an unsettled grievance relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

#### **.2 Arbitrator Selection**

Within fifteen (15) calendar days of receipt of the notice referred to in Section 9.1 above, the Employer and the Union shall meet to select a single arbitrator mutually acceptable to both Parties. In the event the Parties are unable to agree to a mutually acceptable arbitrator, either Party may apply to the Ministry of Labour requesting the appointment of an Arbitrator.

#### **.3 Scope of Arbitrator**

An arbitrator selected or appointed in accordance with the provisions of this Agreement shall not be authorized to make any decision inconsistent with the provisions of this Agreement or alter, modify or amend any part of the provisions or terms of this Agreement.

#### **.4 Decision Final and Binding**

The decision of the arbitrator shall be final and binding on all Parties to this Agreement.

#### **.5 Costs of Arbitration**

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of their own representatives and witnesses.

#### **.6 Improper Discharge, Suspension or Layoff**

In the event that an arbitrator, selected or appointed in accordance with the provisions of this Agreement, finds that an employee has been improperly discharged, suspended or laid off, the employee may be reinstated without loss of pay and with all rights, benefits and privileges which the employee would have

otherwise enjoyed. The arbitrator shall, however, have the authority to order reinstatement of the employee under such other conditions as he may deem fair and equitable in consideration of all the circumstances.

#### **.7 Time Limit for Decision**

An arbitrator, selected or appointed in accordance with the provisions of this Agreement, shall render a written decision to the Parties hereto within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered with the consent of the Parties to this Agreement.

#### **.8 Expedited Arbitration Procedure**

(a) *Labour Code Section 112*

The Parties, for the purposes of arbitrating unsettled grievances, may agree to utilize the provisions of Section 112 of the Labour Code of British Columbia as set out in sub-section (b) below. Following mutual agreement this procedure will be in lieu of Section 9.2 of this Article.

(b) *Procedure*

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Mr. Stephen Kelleher, or a substitute agreed to by the Parties, shall at the request of either Party:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

(c) Should the Parties agree to utilize this alternate procedure, then the Parties further agree that any resulting recommendation will be binding on the Employer, the Union and the employee(s).

#### **.9 Burden of Proof**

With regard to arbitration cases, directly related to the matter of employee discipline, the burden of proof of just cause shall rest with the Employer.

### **10 - EMPLOYEE RECORDS/NOTICES/INDEMNITY**

#### **.1 Access to Personnel File**

All employees shall have reasonable access to their individual personnel files and may authorize, in writing, a designated Union Representative to have such access, provided the authorization is presented to the Employer.

## **.2 Performance Appraisal Reports**

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the appraisal report for an Employee to sign it. The report shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in one (1) of the places provided.

(b) No employee may initiate a grievance regarding the contents of an appraisal report unless the signature indicates disagreement with the appraisal. An appraisal report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

## **.3 Personnel File Entries**

### *(a) Copies of Personnel File Entries*

All employees shall be provided a copy of formal appraisals and/or discipline notices placed in their personnel files.

### *(b) Time Limit for Maintaining Notices on File*

All notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not to exceed eighteen (18) months from the date it was issued, provided there has not been a further infraction.

## **.4 Right to Have Steward Present**

An employee shall have the right to have Union representation 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 make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

## **.5 Probationary Discharge**

Each newly hired employee shall be placed on probation. The Employer, during the probationary period, may release the employee for proper cause and/or unsuitability to perform the duties for which he/she was hired.

### *(a) Civil Actions*

Except where there has been flagrant or willful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions*

Where an employee is charged with an offense resulting directly from the proper performance of his duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Legal Services*

At the option of the Employer, the Employer may provide for legal services in the defense of any legal proceedings involving the employee, (as long as no conflict of interest arises between the Employer and the employee), or pay the legal fees of counsel chosen by an employee.

(d) *Notification*

In order that the above provisions shall be binding on the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him or when he first becomes aware that there is a possibility of such action arising.

## **11 - LABOUR MANAGEMENT COMMITTEE**

### **.1 Formation of Committee**

The Employer and the Union agree to establish a Labour Management Committee comprised of two (2) Employer and two (2) Union representatives. The Committee shall meet at the request of either Party, but not more than once per month, at a place and time to be mutually agreed.

### **.2 Scope of the Committee**

The Committee shall be co-chaired by an Employer and Local Union Representative. The purpose of the meetings shall be to exchange information of mutual interest and to maintain effective Union/Management relations.

## **12 - PROBATIONARY PERIOD**

### **.1 Full-Time and Part-Time Employees**

All newly hired employees shall serve a probation period during which time the Employer shall assess suitability for continued employment. The probationary period for an employee shall be four hundred and eighty (480) straight-time hours worked from date of hire.

## **13 - SENIORITY**

### **.1 Seniority**

Upon completion of the probationary period as set out in Article 12, all categories of employees shall have seniority retroactive to their start date as an employee. Seniority shall be equivalent to total hours paid at straight time rates and shall include all continuous service prior to this Agreement.

When two (2) or more employees commence work in the same classification on the same day the order of establishing their relative seniority will be by chance as mutually agreed between the Employer and the Union.

## **.2 Loss of Seniority**

An employee shall lose his seniority in the event that:

- (a) he voluntarily terminates his employment;
- (b) he is discharged for just cause;
- (c) accepts severance pay in accordance with Article 14.1(b) 2.
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four (4) months in duration;
- (e) is terminated as a result of the proper application of other Articles of this Agreement.

## **.3 Seniority Lists**

The Employer will prepare accurate seniority lists at the end of each calendar quarter. These seniority lists will be posted on the appropriate bulletin board. A copy of these lists shall be sent to the Union. The list will indicate the classifications.

# **14**

## **- LAYOFF**

### **.1 Role of Seniority in Layoff**

- (a) In the event of a layoff, full-time employees shall be laid off with fifteen (15) days advance notice by classification in the reverse order of seniority providing those retained are qualified to perform designated work functions. A reduction in hours of work per week shall be considered a layoff.
- (b) Full-time employees affected by lay off will be allowed to choose one of the following options:
  - (1) bump a less senior employee
  - (2) severance pay of:
    - (i) one (1) week's pay after three (3) months
    - (ii) two (2) week's pay after one (1) year
    - (iii) three (3) week's pay after three (3) years, plus one (1) week's pay for each additional year of employment to a maximum of eight (8) years.

A week's pay is calculated by totalling the employee's wages, excluding overtime, earned in the last eight (8) weeks in which the employee worked, and dividing this amount by eight (8).

An employer may also give an employee a combination of notice and compensation equal to the number of weeks' pay for which the employee is eligible.

No compensation is required if an employer has given an employee advance written notice layoff equal in weeks to the number of weeks' pay for which the employee is eligible.

- (3) be placed on a recall list for part-time work as per regular seniority
- (4) (i) be placed on a recall list for full-time work as per regular seniority for a period of six (6) months

(i) following the six (6) month period, employees who have elected option (i) will be permanently placed in the part-time category.

## **.2 Bumping**

(a) A full-time employee affected by a layoff may bump an employee who has less seniority in the same or lower full-time classification, provided he has the necessary qualifications and ability to fill the position, or such employee may exercise the options in accordance with Article 14.1(b).

(b) It is understood that the employee who bumps shall receive the rate of pay for the new position.

(c) The Parties agree that the trial period in Article 17.8 will apply to employees moving into a new classification as a result of bumping. If during the trial period the employee is unable to perform the duties of the new position, he will be allowed to choose as per the option set out in Article 14.1(b).

## **.3 Union Notification**

### *(a) Pre-Layoff Notification*

Prior to conducting the layoff, the Employer will notify the Union of this matter. Following notification, the Employer will, upon request, meet with the Union to discuss the layoff.

### *(b) Exploration of Other Options*

The Parties agree that all reasonable efforts shall be made to conduct layoffs with the least disruption and inconvenience to employees, therefore, following the initial meeting the Union will have one (1) week to explore any options prior to meeting with the Employer for a final discussion.

## **15**

## **- TECHNOLOGICAL CHANGE**

### **.1 Notice of Technological Change**

Where the Employer intends to introduce technological change which affects the job security of employees, the Employer shall give ninety (90) days notice in writing to the Union and two (2) weeks notice to those specific employees affected.

### **.2 Meetings Between Employer and Union**

The Employer and the Union shall, within fourteen (14) days of the date of the notice, meet to review the effect of such change and what course of action is to be taken.

### **.3 Grievance Arbitration Procedure**

If the Employer and the Union fail to reach agreement, as set out in Section 15.2 above, the matter shall be referred to Step 3 of the Grievance Arbitration Procedure of this Agreement.

## **16**

### **- TRAINING**

#### **.1 Purpose of Training**

The Employer and the Union agree to promote, wherever possible, the training or retraining of employees to improve their job skills related to their employment.

#### **.2 Paid Training**

Employees, when directed to attend compulsory training courses pertaining to operations after completing eight (8) hours of work in a day or forty (40) hours of work in a week, will receive overtime rates of pay.

It is understood that payment of overtime rates in no way detracts from the compulsory requirement to attend. Employer required training during the normal work schedule shall be at straight time rates.

#### **.3 Partial Paid and Unpaid Training**

The Employer may grant leave to allow employees to take educational courses related to their employment and such leave may be without pay or with partial pay.

#### **.4 Labour/Management Committee Role**

The Labour/Management Committee may, as required, review trends in training programs for the purposes of evaluating potential employee needs.

## **17**

### **- JOB POSTINGS**

#### **.1 Posting of Vacancies**

The Employer agrees that all bargaining unit positions with the exception of part-time entry level vacancies shall be posted for a period of ten (10) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Union.

#### **.2 Information on Postings**

(a) All job postings shall indicate the following information:

- nature of the position;
- prerequisites required;
- hourly rate of pay;
- date of posting;
- date of closing.

(b) *Time Limit*

The Employer shall, whenever possible, fill such postings within ninety (90) calendar days of the date of posting. Following this period of time the posting will be deemed to be no longer active.

### **.3 Sequence and Priority in Selections**

In selecting applicants for job vacancies, the Employer shall make the selection in the following sequence:

- (a) from employees with the prerequisite qualifications, skill, ability and efficiency required to perform the job available;
- (b) from other sources;
- (c) where two (2) or more employees have the prerequisite qualifications, skill, ability and efficiency, then seniority with the Employer shall be the determining factor in filling the job vacancy.

### **.4 Judgment Reasonable**

When selecting applicants in accordance with Section 17.3 the Employer shall exercise its judgment in a reasonable manner.

### **.5 Copies of Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

### **.6 Limit on Future Postings**

A full-time employee making application for a job vacancy who is the successful candidate must accept the position. On posting to another position an employee shall not be considered for any further posting for a period of six (6) months unless agreed to by the Employer.

### **.7 Rate of Pay for Successful Applicant**

An employee awarded a posted position, in accordance with this Article, shall receive the classified rate for the job as of the date placed in the job. An employee shall be placed in the job awarded as soon as possible taking into account the necessity to fill his former position.

### **.8 Trial Period**

Following placement of the successful job applicant, he shall be placed on trial for up to two (2) months and upon satisfactory completion of the trial period will be confirmed in the position. If unable to perform the duties of the new position, the employee will be returned to the former position held. Any other employee transferred or promoted as a result of the original job posting will also be returned to his former status.

### **.9 Temporary Vacancies**

Temporary vacancies, as a result of an employee absence for any reason, shall not be posted but may be filled by the Employer without regard to this article.

**.10 Disabled Employee Placement**

In the event that a regular employee is disabled as a result of an occupational accident while in the employment of the Employer, the Union and the Employer may agree, without regard to other provisions of this Agreement, to give preference to such disabled employee with respect to available work the employee is capable of performing.

**18 - CONTRACTING OUT****.1 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

**.2 Exceptions**

The Employer has the right to contract for services when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or
- (c) an emergency occurs.

**19 - HOURS OF WORK****.1 Hours of Work—Full-time Employees**

The work week for full-time employees shall be comprised of thirty-five (35) hours per week and the work shift will be seven (7) hours per day, five (5) days per week.

**.2 Lunch Periods**

Employees shall be entitled to lunch periods in accordance with the following:

- (a) an employee scheduled to work seven (7) consecutive hours shall receive an unpaid lunch period of one-half (½) hour. The lunch period shall be scheduled as close as possible to the middle of the shift, subject to operational requirements. Shift schedules will be posted to include the one-half (½) hour lunch period.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruptions to perform their duties during the meal period, shall have the meal period scheduled with pay within their work day.

**.3 Rest Periods**

Employees who work four (4) or more hours and less than seven (7) hours will receive one (1) paid fifteen (15) minute break. Employees who work seven (7) hours or more will receive two (2) paid fifteen (15) minute breaks.

#### **.4 Split Shifts**

- (a) No employees shall work split shifts except by mutual agreement between one Employer and a shop steward.
- (b) In the event a split shift is agreed, employees affected will receive an additional one (1) hour's pay for the shift.

#### **.5 Clean-up Time**

Employees shall be allowed reasonable time by the Employer during the work day for personal clean-up purposes.

#### **.6 Work Time Records**

Should an employee disagree with his supervisor as to the accuracy of his work and overtime records, the Union official within his jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

It is agreed that time sheets shall not be altered without the employee's knowledge. It is agreed that should a time sheet require alteration, the employee will be advised personally. If, however, the discrepancy is not detected until the employee is unavailable, the employee will be forwarded a copy of the altered time sheet.

#### **.7 Shift Changes**

Scheduled shifts may be changed by mutual agreement between the Manager and the employee.

## **20**

### **- REPORTING PAY**

#### **.1 Guaranteed Minimum Hours**

An employee reporting in a competent manner for work, on the call of the Employer, shall be guaranteed a minimum of:

- (a) four (4) hours pay at the employee's classified straight time rate of pay if the employee commences work; or
- (b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

## **.2 Weather Conditions Excepted**

If the reason for suspending work on any day is due to weather conditions, the minimum reporting pay shall be two (2) hours at the employee's classified straight time rate of pay.

## **21 - WORK SCHEDULES AND AVAILABILITY**

### **.1 Work Schedules**

Employees will be scheduled for work assignments in accordance with the following:

(a) *Full-time Employees*

Work schedules including starting times for full-time employees shall be posted on the Monday two (2) weeks prior to the week in which a shift is to be worked.

Seniority shall prevail in the selection of available shifts amongst qualified employees in the appropriate category.

(b) *Part-time Employees*

(1) Work schedules, including starting times and finishing times, shall be assigned for part-time employees on the basis of seniority by classification. Such posting will occur by 0800 hours on the Wednesday in advance of the week in which a shift is to be worked. Part-time employees must confirm with the Employer by 0800 hours on the Friday, their work assignment for the forthcoming week. After 0800 hours on the Friday, all unconfirmed work assignments will be bumped to less senior but qualified employees within classifications.

(2) New shifts for part-time employees will be offered to the most senior available qualified employees first by seniority within classification, so as to fill the shift as quickly as possible. Reassignment of previously scheduled shifts, on the basis of seniority of qualified employees within classification will be accommodated.

### **.2 Availability Requirements**

(a) *Part-time Employees*

Part-time employees shall be required to indicate their full shift hours of availability for a minimum of four (4) days per week. Such days will remain constant unless changed by mutual agreement.

(b) *Mandatory Information*

Every part-time employee must provide the Employer with his availability, in writing, before being scheduled for work.

### **.3 Release from Availability Requirements**

Employees may be excused from days of availability if they meet the conditions for authorized leave as set out in this Agreement. In addition, employees will be excused for available days, indicated in Section 21.2(a) and (b) above, for reasons acceptable to the Employer. The Employer will not unreasonably withhold approval.

#### **.4 Exchange of Shifts**

Employees may exchange assigned shifts with the approval of Management provided that, whenever possible, sufficient notice in writing is given and further provided that there is no increase in cost to the Employer.

#### **.5 No Show**

Employees, except as set out in Sections 21.3 and 21.4 above, who:

- (a) fail to confirm an assignment of work; or
- (b) fail to work a confirmed shift,

shall be noted for "*no shows*". An employee who accumulates four (4) "*no shows*" in a twelve (12) month period may be terminated. If any three (3) of such "*no shows*" is for Section 21.5(b) in a twelve (12) month period, the employee shall be terminated.

#### **.6 Notice Periods**

- (a) Employees who are requested to work without proper notification, as set out in Section 21.2, may decline such work assignment without penalty.
- (b) The Employer may, upon twenty-four (24) hours advance notice alter an employee's shift assignment without penalty. Should the Employer not provide such notice and the employee works the required altered shift, then the employee shall be paid at the appropriate overtime rate for such time worked.

#### **.7 Shift Breaks**

Employees are entitled to a minimum eight (8) hours between the time they finish work and the time they begin the next shift. If the employee's shift is scheduled or extended so that the required eight (8) hours is not provided, the employee has the following options:

- (a) work the hours that overlap the eight (8) hour interval, and be paid overtime rates for those hours, or
- (b) decline to work the additional hours which extend into the required interval. If the first shift was scheduled to extend into this interval, the employee who elects this option will be paid at straight time for the hours scheduled.

#### **.1 New Classifications**

- (a) When the Employer establishes a new job classification for which no wage rate is presently established, the rate for such new classification shall be established by agreement between the Employer and the Union. The final adjustment agreed to will be retroactive for the hours worked on the new job.
- (b) In the event the Union and the Employer cannot agree on a wage rate for a new classification, the Employer will assign an interim rate and the Parties will proceed to arbitration.
- (c) The Employer agrees to provide a job description pertaining to positions covered by this Agreement during the life of this Agreement.

## **.2 Rates of Pay**

- (a) Wage rates and classifications shall be set out in Appendix A of this Agreement.
- (b) The Employer agrees to pay sixty percent (60%) of the premium for BC Medical Services Plan coverage for any employees and their dependents that require such coverage.
- (c) The Leadhand premium shall be fifty cents (50¢) per hour.

All new staff hired shall receive seven dollars and fifty (\$7.50) per hour. A seventy-five cents (75¢) per hour increase will be paid upon completion of six (6) months of full-time equivalent hours defined as 910 hours. Upon completion of each six (6) months of full time equivalent hours an additional seventy-five cents (75¢) per hour will be paid until the current rate of pay for the position is achieved.

## **.3 Paydays**

- (a) All employees shall be paid wages biweekly.
  - (1) If the paycheque is not available in conformance with Article 22.3(b)(1) above, the Employer will deliver such cheque to the employee's current address of record, on the payday.
- (b) Each employee's pay shall be issued to him in the form of a cheque. If the paycheque is not available on the payday Friday, the Employer will arrange for the employee to be provided with their wages as soon as possible.

## **.4 Work in Higher Classification**

When an employee is requested to work in a higher wage classification, such employee shall be paid the higher rate of pay for all hours worked in the higher classification.

## **.5 Job Classifications** *(former Letter of Understanding)*

The Parties agree to meet and review job descriptions outlining duties covered by Light Duty Cleaners and Heavy Duty Cleaners following ratification of this agreement.

## **.6 Skill Assessment**

Where an employee disagrees with the Employer's assessment of his skill level or classification, the Labour Management Committee will review the area of disagreement and a special sub-committee made

up of one (1) representative of the Union and one (1) representative of Management will investigate. Where the sub-committee cannot agree, the matter will be dealt with through the grievance and arbitration procedure.

## 23

## - OVERTIME

### .1 Definitions

- (a) *"Overtime"* - means work performed by a full-time employee in excess or outside of his regularly scheduled hours of work.
- (b) *"Straight time rate"* - means the hourly rate of remuneration.
- (c) *"Time and one-half"* - means one and one-half times the straight time rate.
- (d) *"Double time"* - means twice the straight time rate.

### .2 Overtime Compensation

Overtime shall be compensated at the following rates:

- (a) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and
- (b) double time for all hours worked in excess of three (3) on a regularly scheduled work day; and
- (c) time and one-half for the first three (3) hours of a regular day off and double time thereafter, including all hours on a second consecutive day off.
- (d) time and one-half for all hours worked on a paid holiday which was a scheduled day off in addition to compensation in Article 26.

The compensation in (a) and (b) above is to be on a daily basis and not cumulative.

### .3 Payment for Overtime Compensation

Employees shall be compensated for overtime in pay or time off at the employee's option. If the employee chooses time off, such time off will be scheduled by mutual agreement between the employee and his supervisor not later than his next scheduled vacation period or December 31st of the year such time off was earned. It is agreed that the maximum time that an employee may have in the bank at any one time is forty (40) hours.

### .4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### .5 Equitable Distribution of Overtime

The Employer shall assign overtime work as the appropriate need dictates and such overtime should be allocated on an equitable basis to qualified employees within each classification group.

**.6 Refusal of Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency situations.

**.7 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours. Overtime shall be compensated for the exact time worked except as provided in Section 23.11.

**.8 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff scheduled work to equalize any overtime worked.

**.9 Overtime for Part-time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his scheduled shift, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his scheduled shift, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**.10 Call Out Provisions**

An employee who is called back to work after working the equivalent of a normal full-time shift shall be compensated at overtime rates for a minimum of three (3) hours at overtime rates.

**.11 Rest Interval After Overtime**

The Employer shall make every effort to ensure a rest interval of eight (8) clear hours between the end of overtime and the beginning of the next regular shift.

**24**

**- SHIFT WORK**

**.1 Definition of Shift**

All hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive shall be considered a day shift.

**25**

**- VACATION ENTITLEMENT AND PAY**

### **.1 Purpose of Vacation**

The purpose of annual vacation is to provide employees with a period of rest and relaxation away from the work environment, therefore, all full-time employees shall be required to take their annual vacations during the year of entitlement.

### **.2 Year of Service**

For the purposes of this Article an "*anniversary year*" shall mean twelve (12) consecutive months of employment with the Employer from the date of acceptance as a full-time employee.

### **.3 Vacation Entitlement and Pay**

(a) A full-time employee in Janitorial and Maintenance positions shall receive annual vacation with pay according to his full-time anniversary date of employment, as follows:

(1) a full-time employee that terminates employment with the Employer, for any reason, prior to achieving his first anniversary date as a full-time employee, shall be entitled to four (4) percent of his wages less any vacation pay received.

(2) 1st anniversary - ten (10) days; 3rd anniversary - twelve (12) days; 5th anniversary - fifteen (15) days;

(3) for each additional two (2) years of employment, a full-time employee shall receive one (1) additional day of vacation, to a maximum of twenty-five (25) days;

(4) in the year of the twentieth anniversary, the employee shall receive a one-time bonus of five (5) days vacation.

(b) Part-time employees shall receive an additional four (4) percent of gross wages in lieu of vacation and shall be entitled to schedule up to two (2) weeks of leave without pay per year.

### **.4 Vacation Scheduling**

(a) *Posting Dates*

All full-time employees shall be required to submit their request for vacations on or before February 1st of each calendar year. The Employer shall post approved vacation schedules on or before March 1st of that year.

(b) *Seniority Preference*

Seniority shall govern the order of preference in the scheduling of vacation periods which shall be scheduled on the basis of a minimum period of one (1) week as far as is possible.

(c) *Desirable Times*

Insofar as possible, the Employer shall grant vacations at times most desirable to employees, subject to operational requirements.

(d) *Unscheduled Vacations*

If employees do not schedule their vacations in accordance with Article 25.4(a) & (b), unscheduled vacation will be scheduled on a first come first served basis.

#### **.5 Paid Holiday Coinciding with Day of Vacation**

If a paid holiday, as set out in Article 26.1 of this Agreement falls within a full-time employee's annual vacation period, such employee shall be entitled to an additional day of vacation with pay in conjunction with that vacation period.

#### **.6 Vacation Payment**

A full-time employee, on request, following necessary documentation shall be entitled to receive his vacation pay in the regular pay period immediately preceding the commencement of the vacation period.

#### **.7 Part-time Employees**

Part-time employees shall notify the Employer at least fourteen (14) days in advance when they will not be available for work assignment due to vacation.

#### **.8 Call Back from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself, in proceeding to his place of duty and in returning to the place from which he was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to his place of duty and returning again to the place from which he was recalled shall not be counted against his remaining vacation entitlement.

#### **.9 Vacation in First Year**

Full-time employees may take one (1) day per month of accrued vacation with pay in their year of hire provided they have a minimum of six (6) months service.

#### **.10 Leave of Absence While on Vacation**

When an employee is in receipt of Weekly Indemnity Plan benefits, or on leave with pay in accordance with provisions in Articles 30 during his vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) days of returning to work.

#### **.1 Paid Holidays**

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any other holiday proclaimed by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

## **.2 Pay Calculation and Qualifications**

An employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.

An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wage excluding overtime, earned in the 30 day period by 15.

If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating statutory holiday pay.

## **.3 Working on a Statutory Holiday**

An eligible employee who works on a statutory holiday shall be paid time and one half except for Christmas and New Year's when employees shall be paid double time for hours worked. The employee shall be given an alternate paid holiday at the employee's election, at a mutually convenient time but in no event later than his next scheduled vacation.

## **.4 Statutory Holiday on a Day Off**

(a) Where a statutory holiday falls on a non-working day for an eligible employee, the employee must be given an alternate day off with pay. This day off must be scheduled as outlined in 26.3.

(b) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purposes of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

### **.5 Eligibility**

An employee must have worked for an employer for 30 calendar days in order to be eligible for statutory holidays with pay.

An employee not eligible for the statutory holiday who works on the holiday may be paid as if it were a regular work day, and is not entitled to an alternate day off.

### **.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

27

## **- SAFETY**

### **.1 Compliance with Statutes**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be complied with fully.

### **.2 Safety Committee**

The Employer and the Union shall establish a Safety Committee to be composed of Union and Employer representatives. The Union representatives shall be selected by the Union and such representatives must be in the employ of the Employer. The Committee shall meet at such times as it may determine to discuss questions or problems which may arise with respect to the health and safety of the employees, but not less than one (1) time each calendar month.

### **.3 Performance of Work**

- (a) If an employee believes, in good faith, that the performance of specific work assigned would endanger his health and/or safety, then he may refuse to perform such work assigned.
- (b) Where such refusal is in good faith the employee shall, for the shift involved, be assigned to other work at the equivalent shift rate or relieved of all duties and paid for the remainder of the shift.
- (c) Employees and supervisors shall follow the provisions of Industrial Health and Safety Regulation No. 8.24 when refusing to perform unsafe work.

### **.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of his/her shift.

Injury on the job includes psychological injury as well as physical injury.

### **.5 Transportation of Accident Victims**

Transportation to, and from if required, the nearest hospital for employees requiring initial medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **.6 Investigation of Accidents**

- (a) The Safety Committee, as provided in Section 27.2 of this Article, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury.
- (b) In the event of a fatality the Employer shall immediately notify the President of the Union, or his designate, the nature and circumstances of the accident.

#### **.7 Protective Clothing and Equipment**

- (a) With the exception of footwear and prescription glasses, where the Employer is required, in accordance with Workers' Compensation Board requirements, to provide protective clothing and safety equipment, employees shall wear such clothing and use such equipment as directed by the Employer.
- (b) Where employees are required to perform their duties in areas where there is a possibility of contracting disease or other physical abnormalities, the Employer will supply the proper protective clothing.

The Employer will pay for vaccination of the employees at risk, upon request.

### **28 - EMPLOYEE BENEFIT PROGRAMS**

#### **.1 Canada Savings Bonds**

A full-time employee shall be entitled to have deductions made from his wages for the purchase of Canada Savings Bonds by completing the appropriate wage assignment.

### **29 - GENERAL LEAVES OF ABSENCE**

#### **.1 Requests for Leave**

- (a) An employee may request a leave of absence, without pay, and such request shall be submitted, in writing, to his Manager for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing two (2) calendar weeks in advance of the date the leave is to commence. Approval for such leaves shall not be unreasonably withheld.
- (b) Notwithstanding any provision for leave in this Agreement, the Employer will grant leave of absence, without pay, to an employee requesting leave for an emergency, maternity or other acceptable circumstance.
- (c) All leaves of absence shall be considered on the basis of the purpose of the leave and operational requirements and must be approved in writing prior to the commencement date of such leave.

## **.2 Bereavement Leave**

- (a) In the event of the death in the *"immediate family"* of a full-time employee, the employee on proper request will be entitled to three (3) consecutive working days leave of absence with pay to make arrangements of or to attend the funeral.
- (b) *"Immediate family"* shall mean: spouse, parent, child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law and grandchild.
- (c) The Employer may grant an additional two (2) days of paid leave where travelling is such that the three (3) days provided above is inadequate.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.

## **.3 Leave for Court Appearances**

- (a) The employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employees shall advise his/her supervisor as soon as he/she is aware that such leave is required.

## **.4 Maternity Leave**

- (a) A full-time employee shall qualify for maternity leave upon completion of the initial probation period.
  - (1) Upon request the employee will be granted leave of absence without pay for a period of not more than eighteen (18) weeks.
  - (2) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.

(3) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(4) On return from maternity leave an employee shall be placed in her former position or in a position of equal rank and basic pay.

(5) Vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first eighteen (18) weeks of maternity leave provided the employee returns to work for a period of not less than eighteen (18) weeks. Vacation earned pursuant to this clause may be carried over to the following year.

(6) Maternity leave for employees in their initial probation period shall be in accordance with the Employment Standards Act.

(b) *Seniority Rights on Re-employment*

(1) An employee who returns to work after the expiration of maternity leave shall retain the seniority she had accrued immediately prior to commencing maternity leave and shall be credited with seniority for the period of time covered by the maternity leave.

(2) An employee shall be deemed to have resigned on the date upon which her maternity leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

(c) *Extension of Maternity Leave*

Maternity leave shall be extended for up to an additional eighteen (18) weeks for health reasons where a doctor's certificate is presented.

**.5 Special Leave**

A full-time employee shall be entitled to special leave at his regular rate of pay in accordance with the following:

<b>Purpose</b>	<b>Length of Leave</b>
(a) Birth or adoption of employee's child .....	One (1) working day;
(b) Attendance at his/her formal hearing to attain Canadian citizenship .....	One (1) working day;
(c) Employee's marriage .....	Day of the wedding plus one (1) additional day

In the case of (b) and (c) above, the employee shall be required to provide the Employer with two (2) weeks advance notice. In the case of (a), the employee is required to give the Employer as much notice as possible.

**.6 Elections Acts**

An employee will be allowed four (4) clear hours to vote in accordance with the provisions of the Canada Elections Act and the Provincial Elections Act of British Columbia. The time allowed to vote shall be at the convenience of the Employer in consideration of operational requirements.

#### **.7 Elected Positions**

The Employer will grant, on written request, a leave of absence without pay to a full-time employee:

- (a) to seek election in a municipal, provincial, or federal election for a maximum period of sixty (60) days;
- (b) elected to a full-time position with the Union for a period not to exceed one (1) year;
- (c) elected to a public office for a maximum period of five (5) years;
- (d) elected to the position of President of the B.C. Government Employees' Union, for a period of two (2) years.

#### **.8 Sick Leave**

Employees will be entitled to leave without loss of seniority for periods of illness or injury.

### **30**

#### **- MEDICAL EXAMINATIONS**

##### **.1 Medical Examinations**

Where the Employer requires a medical examination, the Employer agrees to arrange for and pay for the medical examination to be taken during the employee's normal working hours without loss of regular straight time pay.

##### **.2 Pre-Employment Medical Examinations**

The provisions of this Article shall not apply to individuals required to take pre-employment medical examinations.

### **31**

#### **- WORK CLOTHING, LOCKERS AND TOOLS**

##### **.1 Supply of Uniforms**

When the Employer requires the employees to wear uniforms, as specified in the work rules for particular jobs, the Employer shall furnish such uniforms free of charge. The Employer will provide overboots and raincoats.

##### **.2 Return of Uniforms**

All employees that terminate their service with the Employer for any reason shall be required to return clothing and other equipment supplied by the Employer. If any employee fails to return such clothing

and/or equipment supplied by the Employer, the value of such items, less depreciation, will be deemed to be a credit obligation owing to the Employer and shall be deducted from the employee's final paycheque.

**32**

**- TERM OF AGREEMENT**

**.1 Term**

This Agreement shall be binding on the Parties hereto and shall remain in effect to midnight July 31, 1999.

**.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after May 1, 1999 but in any event not later than midnight, than May 31, 1999.

(b) Where no notice is given by either Party prior to July 31, 1999 both Parties shall be deemed to have been given notice under this section on May 31, 1999.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manger.

(d) Where a Party to this Agreement has given notice under sub-section (a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

(e) This Agreement shall remain in full force and effect during the collective bargaining process.

(f) The operation of Subsection 2 & 3 of Section 50 of the BC Labour Code is hereby excluded.

**.3 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement of the Parties hereto at any time during the life of this Agreement.

**.4 Limitations**

The Parties hereto agree that the operation of Section 66(2) of the Labour Code of British Columbia is hereby excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
David Sinclair, District Manager

\_\_\_\_\_  
Linda Reiter, Bargaining Committee

\_\_\_\_\_  
Richard Crewe, Operations Manager

\_\_\_\_\_  
Mike Delorme, Bargaining Committee

\_\_\_\_\_  
Lynda Barry, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX A****CLASSIFICATIONS AND HOURLY RATES OF PAY**

<b>CLASSIFICATION</b>	<b>AUG. 1, 1995</b>	<b>AUG. 1, 1996</b>	<b>AUG. 1, 1997</b>	<b>AUG. 1, 1998</b>
<b>LIGHT DUTY</b>	8.88	8.97	9.06*	9.15*
<b>HEAVY DUTY</b>	9.49	9.58	9.68*	9.77*

\* Increases for August 1, 1997 and August 1, 1998 will be as stated as above or increases will be based on the percentage of wage increases negotiated by BCBC employees, whichever is greater.