

This Agreement made and entered into this 1st day of January, 2002.

**BY AND BETWEEN:**

**OCEANVIEW DEVELOPMENT AND FOREST LAWN DEVELOPMENT**  
located in Burnaby, B.C.

**AND**

**LAKEVIEW MEMORIAL GARDENS**  
located in Kelowna, B.C.

**the Cemetery Division of Service Corporation International (Canada) Limited**  
(Hereinafter referred to as the “**Employer**”)

**AND:**

**CONSTRUCTION AND SPECIALIZED WORKERS’ UNION LOCAL 1611**  
3542 Kingsway  
Vancouver, B.C.  
V5R 5X7  
(Hereinafter referred to as the “**Union**”)

The following wage and working conditions shall take effect and be binding upon the parties here to and shall govern all employees of the Employer referred to herein. Whenever the male gender is used, it shall include the female gender and vice versa.

**CLAUSE 1: UNION SECURITY**

(a) All employees now in the bargaining unit, who are members of the Union, shall as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement.

(b) All new employees, as a condition of employment, shall become members in good standing in the Union within ninety (90) working days and shall maintain their membership in the Union for the duration of this Agreement. However, all new employees shall pay their regular monthly dues during this period.

(c) The Employer shall deduct once each month from the paycheque of each employee upon request, in writing, of said employee and forward to the Union Secretary, any initiation fees, dues or assessments levied in accordance with the Union by-laws, owing by them to the said Union.

(d) **WORKING DUES CHECK-OFF**

(i) Working dues shall be deducted by the Employer from the earnings of each employee covered by this Agreement. Effective January 1, 2002 the dues deducted for grounds/maintenance employees will be thirty-eight cents (\$0.38) per hour and for administrative/clerical employees will be twenty-eight cents (\$0.28) per hour for which wages are payable. The dues deducted will be remitted to the Union not later than the fifteenth (15th) day of each month following the month in which the deductions were made.

The Union will advise the Employer of any changes in the amount of dues to be deducted per hour for which wages are payable.

(ii) Each member shall submit a written authorization to the Employer, as a condition of employment as may be required by the Employer. Remittances shall be made in accordance with the forms provided by the Union.

(e) The Union will save harmless the Employer from all deductions made and all actions taken in accordance with this Clause.

**CLAUSE 1:**      **UNION SECURITY** (Cont'd.)

(f)      **UNION STEWARDS AND OTHER UNION OFFICERS**

- (i)      The Employer agrees to recognize four (4) working Shop Stewards elected from within the ranks of the Employees covered by this Agreement. One (1) Shop Steward to represent administrative/clerical employees and one (1) Shop Steward to represent grounds/maintenance employees at each location. The Steward(s) will be appointed by the Union and the Employer will be provided with written notice of the appointment.
- (ii)     The Employer further agrees that it will not discriminate against the Stewards for carrying out duties proper to their positions and where conducted in a lawful and orderly manner.
- (iii)    Union representatives who are not employed by the Employer may apply to the Employer for permission to meet with the Employees on Employer property. Such permission will not be unreasonably withheld. The Union agrees that there will be no interference with the Employer's normal operation and expect with specific permission, any such meetings will occur at lunch hour or after normal working hours.

(g)      The Employer will not contract out work performed by the bargaining unit if such contracting out would result in the lay-off of any regular employee.

(h)      The number of regular employees to temporary employees will be no less than a 2 — 1 ratio except in the following circumstances:

- (i)      When a regular employee is absent due to illness/injury, WCB related injury, or long-term disability, any temporary employee hired to replace the ill/injured/disabled regular employee will not be included in the above-noted ratio and will still be considered a temporary employee as defined in Clause 8.
- (ii)     This ratio may be altered by mutual agreement of the Employer and the Union, in writing, in order to address special circumstances not covered above (ie, special projects). All internally-staffed special projects will have a mutually agreed upon number of workers and time limit.

## **CLAUSE 2: MANAGEMENT RIGHTS**

(a) Except as specifically abridged, delegated, granted or modified by the Agreement, all of the rights, powers and authority the Employer had, prior to the signing of a Collective Agreement with the Union, are retained solely and exclusively by the Employer and remain, without limitation, within the rights of management.

(b) The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations, it being understood and agreed that such rules and regulations shall not be inconsistent or shall not be in conflict with the provisions of this Agreement. Changes in existing rules and regulations as well as new rules and regulations promulgated by the Employer shall not become effective until three (3) regular work days after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

(c) Further, the Union agrees that it will not, in any way, interfere with or limit the right of the Employer to discharge or discipline its employees for just and reasonable cause.

## **CLAUSE 3: GRIEVANCE PROCEDURE**

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, there shall be no stoppage of work and the difference shall be finally and conclusively settled as follows:

### **General:**

(a) Resolution of all grievances except grievances over termination, dismissal, or suspension shall be sought at Step 1 of the Grievance Procedure.

(b) Resolution of grievances over termination, dismissal or suspension shall be sought at Step 2 of the Grievance Procedure.

(c) Time limits stipulated in the Grievance Procedure will be adhered to unless mutually agreed to be extended. Agreement to such extension shall not be unreasonably withheld. Time shall begin to run from the occurrence of the events giving rise to the grievance or the time the grievor became aware of the occurrence.

(d) Employees shall not suffer loss of pay by reason of attending a Step 1 or 2 meeting.

**CLAUSE 3:      GRIEVANCE PROCEDURE (Cont'd.)**

**(e)      GRIEVANCE PROCEDURE**

**Step 1:**      As soon as possible, or at least within five (5) working days of the date on which the event occurred or the employee had knowledge of the event, the employee or Shop Steward shall first discuss the matter with his/her direct Supervisor (or designate) in an effort to resolve the matter on the job.

**Step 2:**      If the matter is not resolved at Step 1 within five (5) days of the discussion, or in the case of a grievance over a termination, dismissal or suspension, the employee must submit a formal grievance in writing to his/her direct Supervisor (or designate) and to the Union. A Union Representative and the member of Management shall, within five (5) days, arrange to meet to seek a resolution of the grievance.

**Step 3:**      If the grievance is not resolved at Step 2 within ten (10) days, the matter shall be referred to arbitration by a single Arbitrator agreed upon by the parties. If the parties are unable to reach agreement on an arbitrator, the Ministry of Labour shall immediately be asked to name a single arbitrator.  
It is agreed that should the Employer subpoena any member of the bargaining unit to testify at an arbitration hearing, the employee will not suffer a loss of wages.

**(f)      ARBITRATION**

Upon appointment of an Arbitrator, he/she shall, as soon as it may be agreed, hear the parties and make his/her award within fifteen (15) days of completion of the hearing. The Award of the Arbitrator shall be final and binding upon the parties. The parties agree to pay one-half (1/2) the fees and expenses of the Arbitrator.

**(g)      DISCIPLINE**

**(i)**      An employee shall be advised by the Employer of his/her right to representation by a Shop Steward (or Union Business Representative if the Shop Steward is unavailable) where a meeting with the Employer is or may be related to discipline.

**(ii)**      A copy of all written disciplinary notices will be sent to the Union. The Employer will contact the Union within two (2) days after an Employee is discharged

**CLAUSE 3:      GRIEVANCE PROCEDURE (Cont'd.)**

- (iii) Pursuant to the provisions of Section 84 of the Labour Relations Code of B.C., the parties agree that a lesser standard than “just and reasonable cause” is applicable to probationary employees in matters of discipline and discharge, recognizing that the probationary period is one in which the Employer is making an assessment of the probationary employee to determine the probationary employee’s suitability for regular employment status.

**CLAUSE 4:      LEAVE OF ABSENCE**

(a)      **UNION COMMITTEE**

The Employer shall allow a reasonable amount of time off work, without pay, for any employee who is serving on a Union Committee or for purposes of serving as a Union Delegate to any conference or function, provided the Employer has reasonable notice of the request for leave. Any employee who acts within the scope of this paragraph shall not lose his/her job or be discriminated against for so acting.

(b)      **PREGNANCY AND PARENTAL LEAVE**

Maternity, adoption, parental leave, and family responsibility leave shall be granted in accordance with the Employment Standards Act of British Columbia.

(c)      **VOTING LEAVE**

All employees are entitled to Voting Leave in accordance with the applicable provincial legislation.

(d)      **JURY DUTY**

The Employer shall continue to pay any employee whose absence is due to serving jury duty, however, that all sums received by way of payment of jury duty shall be payable to the Employer to the end that no employee shall receive both his/her regular applicable rate and jury duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

**CLAUSE 4:      LEAVE OF ABSENCE (Cont'd.)**

**(e)      BEREAVEMENT LEAVE**

All employees may request up to three (3) consecutive working days off at their regular rate of pay for bereavement purposes following the death, or the date that the employee is notified of the death, of persons in their immediate family.

All employees will be allowed one (1) day off without loss of pay to attend a funeral for an uncle, aunt, nephew or niece, provided that the funeral falls on a day in which the employee was scheduled to work.

In addition, if the employee is notified of the death while he/she is working, he/she will be excused from and paid for the balance of that working shift and such time shall not be charged against the period of absence.

For these purposes, "immediate family" means an employee's spouse, child, parent, guardian, sibling, grandparent, or grandchild, and any person who lives with the employee as a member of his or her family. Spouse is limited to the employee's husband or wife for the purpose of marriage in the province of British Columbia. Parents are limited to one (1) female and one (1) male parent or stepparent for the employee and one (1) female and one (1) male parent or stepparent for the employee's spouse. Grandparents are limited to two (2) female and two (2) male grandparents or step grandparents for the employee and two (2) female and two (2) male grandparents or step grandparents for the employee's spouse.

If additional time is necessary, the employee may request an additional two (2) weeks leave of absence without pay subject to management approval.

**(f)      GENERAL LEAVE**

An employee may request a leave of absence for a period of up to twelve (12) months without pay and benefits to tend to urgent family matters subject to review and approval by management. Approval for such a request will not be unreasonably withheld. While on leave, the employee does not accrue sick leave or vacation. An employee approved for such leave must not engage in gainful employment with a SCI-competitor, otherwise he/she will lose all seniority rights and his/her employment will terminate.

## **CLAUSE 5:      ANNUAL VACATIONS**

Employees with less than one (1) year of service shall be entitled to 4% holiday pay as required by the Employment Standards Act of B.C. Temporary employees shall receive their holiday pay on each pay cheque.

Employees with one (1) year to less than three (3) years' service shall be entitled to two (2) weeks annual holiday with pay.

Employees with three (3) years to less than five (5) years' service shall be entitled to three (3) weeks annual holiday with pay.

Employees with six (6) years' service shall be entitled to three (3) weeks plus one (1) day annual holiday with pay.

Employees with seven (7) years' service shall be entitled to three (3) weeks plus two (2) days' annual holiday with pay.

Employees with eight (8) years' service shall be entitled to three (3) weeks plus three (3) days' annual holiday with pay.

Employees with nine (9) years' service shall be entitled to three (3) weeks plus four (4) days' annual holiday with pay.

Employees with ten (10) years' service shall be entitled to four (4) weeks annual holiday with pay.

Employees with eleven (11) years' service shall be entitled to four (4) weeks annual holiday with pay.

Employees with twelve (12) years' service shall be entitled to four (4) weeks plus one (1) day annual holiday with pay.

Employees with thirteen (13) years' service shall be entitled to four (4) weeks plus one (1) day annual holiday with pay.

Employees with fourteen (14) years' service shall be entitled to four (4) weeks plus two (2) days' annual holiday with pay.

Employees with fifteen (15) years' service shall be entitled to four (4) weeks plus two (2) days' annual holiday with pay.

Employees with sixteen (16) years' service shall be entitled to four (4) weeks plus three (3) days' annual holiday with pay.

Employees with seventeen (17) years' service shall be entitled to four (4) weeks plus three (3) days' annual holiday with pay.

**CLAUSE 5:      ANNUAL VACATIONS (Cont'd)**

Employees with eighteen (18) years' service shall be entitled to four (4) weeks plus four (4) days' annual holiday with pay.

Employees with nineteen (19) years' service shall be entitled to four (4) weeks plus four (4) days' annual holiday with pay.

Employees with twenty (20) years' service shall be entitled to five (5) weeks annual holiday with pay.

**(a)      HOLIDAY SCHEDULING FOR GROUNDS/MAINTENANCE EMPLOYEES**

- (i)      Not more than three (3) grounds/maintenance employees shall take their annual holidays at the same time between the months of October to April inclusive. This can be reduced to two (2) grounds/maintenance employees in cases where the absence of three (3) experienced grounds/maintenance employees would unduly interfere with the operation.

Not more than four (4) grounds/maintenance employees shall take their annual holidays at the same time between the months of May to September inclusive.

This can be reduced to three (3) grounds/maintenance employees in cases where the absence of four (4) experienced grounds/maintenance employees would unduly interfere with the operation.

In the event the Superintendent determines that there are only two (2) grounds/maintenance employees who possess the necessary demonstrated skills and experience to satisfactorily perform essential duties, those two (2) grounds/maintenance employees cannot both be absent on annual holidays at the same time.

**(ii)      HOLIDAY SCHEDULING FOR ADMINISTRATIVE/CLERICAL EMPLOYEES**

Not more than one (1) administrative/clerical employee per department to a maximum of three (3) administrative/clerical employees at each location shall take their annual holiday at the same time.

**CLAUSE 5:      ANNUAL VACATIONS (Cont'd)**

(b) Employees entitled to three (3) or more weeks of holidays may take a majority of their holiday time entitlement during the period of May 1 through September 30 so long as that does not interfere with the operations.

(c) The occurrence of a statutory holiday during the annual holiday of an employee shall entitle him/her to one (1) extra day off with pay.

(d) (i) Each week of vacation pay to which an employee is entitled shall be calculated by multiplying the number of hours worked by the employee in a regularly scheduled work week, times the employee's regular straight time hourly rate of pay, less the deductions normally made for the employee's regular pay.

(ii) Notwithstanding paragraph (i) above, it is agreed that one-twelfth (1/12) of an employee's vacation pay entitlement shall be deducted for each twenty-five (25) working days that the employee is absent from employment and not in receipt of wages from the Employer.

(iii) For the purpose of this provision only, it is further agreed that an employee shall be deemed to have had wages paid to him by the Employer for an absence which is the result of an injury received on the job and which is the subject of a Workers' Compensation claim. This condition will continue until WCB determines the employees inability to return to the job.

(e) All employees will be permitted to draw on their annual vacation entitlements by taking one (1) or more days off at different times throughout the year, by mutual agreement, so long as that it does not interfere with the operations.

(f) (i) All regular Employees will record on the Vacation Schedule Calendar their annual vacation request for the calendar year. The employee's request must be recorded between January 1 and February 28. A maximum of two (2) weeks can be recorded at this time by any employee. Additional weeks may be approved upon request in the first round.

Once all employees have selected their initial two (2) weeks vacation, all employees will continue to select their remaining vacation entitlements in one (1) week blocks until all vacations are selected.

(ii) Once Management has approved of all employees' annual vacation selections by March 31, employees must complete a "Vacation Request" form for each separate vacation and submit the forms to Management.

**CLAUSE 5:        ANNUAL VACATIONS (Cont'd)**

- (iii) Once approved by Management, no further notification will be required for employees to take their vacations.
- (iv) Seniority will be the deciding factor in any annual vacation selection conflicts.
- (v) Employees requesting additional annual vacations not previously scheduled as in 5(f)(i) above will be given to the employee's direct supervisor with a minimum thirty (30) days notice whenever possible. Management will provide its approval, or reasons for denial of approval, within one (1) week of receipt of such request.
- (vi) Once employees receive written approval of their vacation dates from Management, no bumping of vacation dates will be allowed.
- (vii) Annual vacation entitlements recorded on the Vacation Schedule Calendar will remain on the Employees Bulletin Board for the entire year.

**CLAUSE 6:        HOLIDAYS WITH PAY**

All employees shall be entitled to the following holidays, with pay, and such other days as may be declared a public holiday by the Federal or Provincial Government:

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

For purposes of this clause, a day of pay shall be understood to mean the number of hours that the employee is regularly scheduled to work on a normal working day, multiplied by the employee's regular straight time hourly rate, less the normal deductions made from the employee's wage.

Notwithstanding the above, all employees shall be entitled to only one (1) day of pay for each of the above named or declared holidays, subject to the following:

(a) In order to be eligible for a holiday with pay, an employee must have completed thirty (30) days of employment and have earned wages or performed work in respect of fifteen (15) of the last thirty (30) calendar days before the statutory holiday occurs.

**CLAUSE 6:            HOLIDAYS WITH PAY (Cont'd.)**

(b) Temporary or probationary employees shall be entitled to holiday pay as in (a) above, or as per the provisions as set out in the Employment Standards Act of British Columbia.

(c) For the purposes of this paragraph only, an employee will be considered to have actually worked during periods of absence from work, in the following situations:

- (i) Where the employee's absence from work results from a work-related injury recognized by the Workers' Compensation Board;
- (ii) Where the employee is absent on scheduled annual vacation or other approved leave.

The exception to "actual work" which are set out in (i) and (ii) above are not intended to have any effect upon the interpretation, operation or application of any other paragraph or clause of this Collective Agreement.

(d) Employer shall circulate a letter stating the statutory holidays recognized by the Company in coordination with the Vacation Schedule Calendar.

**CLAUSE 7:            OVERTIME**

(a) **ADMINISTRATIVE/CLERICAL EMPLOYEES**

All time worked on:

- (i) Saturday's or Sunday's;
- (ii) General holidays listed in Clause 6;
- (iii) Any day other than the employee's regular scheduled work day; or,
- (iv) In excess of eight (8) hours on a regularly scheduled work day.

Will be paid at the rate of double time (2x).

**CLAUSE 7:      OVERTIME (Cont'd.)**

**(b)      GROUND/MAINTENANCE EMPLOYEES**

All time worked on:

- (i)**      Sunday's;
- (ii)**     General holidays listed in Clause 6;
- (iii)**    Any day other than the employee's regular scheduled work day;
- (iv)**    In excess of eight (8) hours on a regularly scheduled work day;  
or,
- (v)**    Overtime will be paid on premium rates, chargehand rates and shift premium rates.  
Will be paid at the rate of double time (2x).

**(c)**      When the Employer requires overtime as in (a) and (b) above, the work will be offered to the Regular employees on a rotational basis, provided the Regular employee has the required ability and efficiency to perform the work. In the event that all the Regular employees who are offered the overtime work refuse such work, then the junior Regular employee(s) who has the required ability and efficiency must perform the work.

The Employer shall post the rotational list on the employee's notice board and provide a copy to the shop steward. If an employee refuses an Employer request to perform overtime on two (2) consecutive occasions, the Regular employee shall lose his/her turn on the list.

If a Regular employee is absent from work for any reason other than an injury which is the subject of a WCB claim or weekly indemnity claim when the Employer makes a request for overtime, and the Employer has telephoned the Regular employee at the employee's designated telephone number and receives no immediate answer, then the Regular employee shall be deemed to have refused the overtime.

The Regular employee is responsible for ensuring the Employer has the employee's designated telephone number.

**(d)**      All employees shall be entitled to bank overtime hours. An employee may take his/her banked overtime at a time mutually agreeable between the employee and the Employer.

**CLAUSE 7:      OVERTIME (Cont'd.)**

Employees may request a payout of his/her banked overtime at any time during the year with a minimum two (2) weeks written notice to the Payroll Department. The banked overtime will be paid to the employee on the employee's next scheduled pay cheque.

All unused banked overtime will be paid to the employee on a separate direct deposit pay cheque prior to December 25.

**CLAUSE 8:      WAGE RATES**

**(a)      REGULAR GROUNDS/MAINTENANCE EMPLOYEES**

December 31, 2001		\$20.07 per hour
January 1, 2002	+1.5%	\$20.37 per hour
January 1, 2003	+2.0%	\$20.78 per hour
January 1, 2004	+2.5%	\$21.30 per hour

**(b)      TEMPORARY GROUNDS/MAINTENANCE EMPLOYEES**

(90% of above)

December 31, 2001		\$18.06 per hour
January 1, 2002		\$18.33 per hour
January 1, 2003		\$18.70 per hour
January 1, 2004		\$19.17 per hour

A temporary employee cannot be employed for more than ten (10) consecutive months.

If the temporary employee is employed for more than ten (10) consecutive months, he/she will receive the regular employee wage rate without regular employee benefits.

Any employee who is employed for more than twelve (12) consecutive months shall be considered a regular employee with regular employee benefits.

Temporary employees hired to fill a maternity leave absence cannot be employed for more than twelve (12) consecutive months.

**CLAUSE 8:      WAGE RATES (Cont'd.)**

**(c)      PROBATIONARY GROUNDS/MAINTENANCE EMPLOYEES**

(75% of above)

December 31, 2001		\$15.06 per hour
January 1, 2002		\$15.28 per hour
January 1, 2003		\$15.58 per hour
January 1, 2004		\$15.97 per hour

**(d)      REGULAR ADMINISTRATIVE/CLERICAL EMPLOYEES**

December 31, 2001		\$15.01 per hour
January 1, 2002	+3.0%	\$15.46 per hour
January 1, 2003	+4.5%	\$16.16 per hour
January 1, 2004	+4.5%	\$16.89 per hour

**(e)      TEMPORARY ADMINISTRATIVE/CLERICAL EMPLOYEES**

(90% of above)

December 31, 2001		\$13.51 per hour
January 1, 2002		\$13.91 per hour
January 1, 2003		\$14.54 per hour
January 1, 2004		\$15.20 per hour

A temporary employee cannot be employed for more than ten (10) consecutive months.

If the temporary employee is employed for more than ten (10) consecutive months, he/she will receive the regular employee wage rate without regular employee benefits.

Any employee who is employed for more than twelve (12) consecutive months shall be considered a regular employee with regular employee benefits.

Temporary employees hired to fill a maternity leave absence cannot be employed for more than twelve (12) consecutive months.

**CLAUSE 8:      WAGE RATES (Cont'd.)**

**(f)      PROBATIONARY ADMINISTRATIVE/CLERICAL EMPLOYEES**

(75% of above)

December 31, 2001	\$11.26 per hour
January 1, 2002	\$11.60 per hour
January 1, 2003	\$12.12 per hour
January 1, 2004	\$12.67 per hour

**(g)      PROBATIONARY PERIOD**

All newly hired employees, regular or temporary, will be probationary employees until they have completed ninety (90) working days of employment. The probationary period will be waived for employees who have already served a full probationary period and are subsequently rehired by the Employer.

**(h)      PREMIUM RATE**

A premium (over base rate) will be paid to employees working as Backhoe Operator, Head Gardener, Shop Mechanic, Lift Truck Operator, Irrigation Mechanic, and Marker Hoist Operator for authorized hours worked in those capacities as follows:

December 31, 2001	\$0.35 per hour
January 1, 2002	\$0.45 per hour
January 1, 2003	\$0.45 per hour
January 1, 2004	\$0.50 per hour

**(i)      CHARGEHAND RATE**

A premium (over base rate) will be paid to employees working as a Chargehand as follows:

December 31, 2001	\$1.20
January 1, 2002	\$1.35
January 1, 2003	\$1.45
January 1, 2004	\$1.55

Chargehand is defined as a bargaining unit employee assigned to supervise other bargaining unit employees, for authorized hours worked in those capacities.

**CLAUSE 8:      WAGE RATES (Cont'd.)**

The Employer shall have sole discretion to determine which bargaining unit member is assigned to the Chargehand position. The Employer shall also have sole discretion to determine whether the Chargehand position will continue to be filled, subject to the Employer providing two (2) weeks written notice to the incumbent that his added responsibilities are no longer required.

**(j)      SHIFT PREMIUM**

Regular grounds/maintenance employees scheduled to work five (5) consecutive days between Monday and Saturday shall be paid a shift premium over and above their total hourly rate for all regularly scheduled hours during that shift as follows:

Date of Implementation	\$1.25
January 1,2003	\$1.30
January 1, 2004	\$1.35

Shift premium will not be paid on sick leave.

**(k)      SENIOR ADMINISTRATIVE/CLERICAL CLERK**

A premium (over base rate) will be paid for hours worked in the capacity of a Senior Administrative/Clerical Clerk when authorized by management as follows:

January 1, 2002	\$1.35
January 1, 2003	\$1.45
January 1, 2004	\$1.55

Senior Administrative/Clerical Clerk is defined as a bargaining unit employee assigned to perform specific management duties in the Office Manager's absence.

The Employer shall have the sole discretion to determine which bargaining unit member is assigned to the Senior Administrative/Clerical Clerk position.

**(l)      FIRST AID**

If a bargaining unit employee is required by the Employer to hold a valid First Aid Certificate under the Workers' Compensation Act of British Columbia, then the employee shall be paid twenty cents (\$0.20) per hour, in addition to his regular rate of pay, during those working hours when the employee is designated the responsibility as the First Aid Attendant.

**CLAUSE 8:      WAGE RATES** (Cont'd.)

**(m)      SIGNING BONUS**

The Employer shall pay a signing bonus of one hundred dollars (\$100.00) to each eligible regular, temporary and part-time employee. In order to be eligible for the signing bonus, the employee must be both a non-probationary employee and working at the date of ratification. The Employer will pay this signing bonus to all eligible employees two (2) weeks after date of ratification.

**CLAUSE 9:      HOURS OF WORK**

**(a)      GROUND/MMAINTENANCE EMPLOYEES**

The normal working day for grounds/maintenance employees shall be eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m.. Forty (40) hours shall constitute a normal week's work consisting of five (5) consecutive days between Monday to Saturday.

Employees will be scheduled to work on one of two (2) shifts: "Monday to Friday" shift; or, "Tuesday to Saturday" shift.

Upon mutual agreement between the parties, "summer hours" may be implemented between 7:00 a.m. and 3:30 p.m. from June 1 though to August 30 for selected grounds/maintenance tasks.

**(b)      ADMINISTRATIVE/CLERICAL EMPLOYEES**

The normal working day for administrative/clerical employees shall be eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, Monday to Friday, shall constitute a week's work.

Upon mutual agreement between the parties, the Employer may schedule a work day beginning at 7:00 a.m. for selected administrative/clerical tasks.

**(c)**      A change may be made in the hours of work, by mutual agreement of the parties, to suit conditions regarding weather, season, or other operational purposes.

**CLAUSE 10:      STRIKES**

No strike, sympathetic or otherwise, shall be carried out other than as provided by the Labour Relations Code of British Columbia. No employee shall be disciplined for refusing to cross a picket line which is legal.

## **CLAUSE 11: SAVINGS CLAUSE**

The provisions contained in this Agreement shall be subject to existing regulations of the Federal and Provincial Governments.

(a) If any clause of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any clause should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any clause is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of either party, for the purposes of arriving at a mutually satisfactory replacement for such clause during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure.

## **CLAUSE 12: DURATION OF AGREEMENT**

(a) This Agreement shall be effective from January 1, 2002 until December 31, 2004. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve written notice, within ninety (90) days immediately preceding the expiry of the Agreement, to commence collective bargaining.

(b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- (i) The Union commences a legal strike;
- (ii) The Employer commences a legal lock-out; or,
- (iii) The Parties execute a new Collective Agreement, whichever is the earliest.

(c) The operation of Section 50(2) and 50(3) of the Labour Relations Code of B.C. is hereby excluded from this Agreement.

**CLAUSE 13:      WELFARE**

**(a)      REGULAR EMPLOYEES**

- (i)      The current Service Corporation International (Canada) Limited Group Benefits Plan and the Provincial medical plan shall be made available to all Regular employees who have completed their probationary period.
  
- (ii)     The Employer will be entitled to change insurers and make changes to the entitlement and nature of the insured benefits from time to time provided that there is no overall reduction in benefits and that the same changes are made to the insured benefits of other employees of the Employer who are receiving the existing insured health and welfare coverage that the above-noted bargaining unit employees receive.
  
- (iii)    Employees shall be entitled to an accrual of sick leave at the rate of one (1) eight (8) hour day per month to a maximum of thirty (30) sick days. Employees begin accruing sick leave during the first (1st) month of employment but are not eligible to take paid sick leave before completing his/her probationary period.

Sick leave is to be used only in the event of illness or injury and the Employer retains the right to require a physician's statement or certification for any absence charged to sick leave.

Employees shall not receive pay for unused sick leave.

- (iv)     The Employer will grandfather all current regular grounds/maintenance employees at six (6) sick days, plus their current sick day accumulation as of date of ratification.
  
- (v)     The employee's premium contribution of ten dollars (\$10.00) per month (single coverage) or twenty-five dollars (\$25.00) per month (family coverage) may be amended from time to time in accordance with changes to the entire group plan. The Employer will provide thirty (30) days' notice to the Union of such changes.

All eligible employees shall, as a condition of continued employment, complete an authorization form providing for deductions from the employee's wages, the amount of the employee's contribution to the health and welfare premiums.

**CLAUSE 13:**      **WELFARE**(Cont'd)

The Employer shall have no obligation, responsibility or liability in relation to the provision of health and welfare benefits or their administration, beyond making the Employer contributions.

**(b)**      **TEMPORARY GROUNDS/MAINTENANCE EMPLOYEES**

- (i)**      The Employer shall pay an additional one dollar, fifty-four cents (\$1.54) for each hour for which wages are payable to temporary employees in lieu of medical contributions.
- (ii)**      For the purposes of this Agreement, "hours for which wages are payable" is defined as regular hours, general holidays and bereavement leave.
- (iii)**      All temporary employees are entitled to leave of absence without loss of wages due to illness, earning one half (1/2) day per month to a maximum accumulation of six (6) days.
- (iv)**      Sick leave is to be used only in the event of illness or injury and the Employer retains the right to require a physician's statement or certification for any absence charged to sick leave.

**(c)**      **TEMPORARY ADMINISTRATIVE/CLERICAL EMPLOYEES**

- (i)**      As (b)(iii) above.
- (ii)**      As (b)(iv) above.

**CLAUSE 14:**      **SENIORITY**

**(a)**      Except as otherwise expressly provided, seniority shall be defined as an employee's length of service with the Employer from the date of hiring. No employee shall be entitled to seniority rating until he has completed his probationary period as provided for in this Collective Agreement but upon successful completion of the probationary period, seniority shall then date from the date of hiring.

**CLAUSE 13:**      **WELFARE** (Cont'd.)

(b)    (i)    **FOR GROUNDS/MAINTENANCE EMPLOYEES**

In all layoffs, or recall after layoffs, seniority will prevail.

(ii)    **FOR ADMINISTRATIVE/CLERICAL EMPLOYEES**

In all layoffs and recall after layoffs, seniority shall prevail when ability and efficiency are deemed to be equal.

(iii)    **FOR TEMPORARY GROUNDS MAINTENANCE AND  
TEMPORARY ADMINISTRATIVE/CLERICAL**

Temporary grounds/maintenance and temporary administrative/clerical employees will be laid off prior to any regular grounds/maintenance or regular administrative/clerical employees.

(c)    (i)    There shall be four (4) separate seniority lists, one consisting of the administrative/clerical employees at Forest Lawn Development, one consisting of the administrative/clerical employees at OceanView Development, one consisting of the grounds/maintenance employees at Forest Lawn Development, and one consisting of the grounds/maintenance employees at OceanView Development for the purposes of layoff, recall, demotion and promotion. Seniority shall mean an employee's seniority on one of the above noted lists. For further clarity, an employee on one seniority list will have no seniority rights under any other seniority list except when the employee has been moved from one seniority list to another as provided in clause **14(f)**.

(ii)    The Employer shall post each of the seniority lists on the appropriate notice board within one (1) month after signing of this Agreement showing the seniority and service date of each employee. Any error in the said list must be taken up with the Employer within two (2) weeks of being posted; thereafter the list shall become final. A revised seniority list shall thereafter be posted every three (3) months, starting the first (1st) day of January. Copies of all seniority lists posted shall be forwarded to the Union at 3542 Kingsway, Vancouver, B.C., V5R 5X7

**CLAUSE 14:      SENIORITY (Cont'd.)**

(d) In relation to absences from work as a result of illness or injury, seniority will continue to accrue or be preserved only in accordance with the following:

- (i) Where the absence is a result of an injury received on the job and is the subject of a Workers Compensation claim, the employee will continue to accrue and preserve seniority rights until WCB determines the employee's inability to return to the job.
  - (ii) Where the absence is a result of an injury or illness which is not work related, the employee's seniority will be preserved for a maximum of twenty-four (24) months but will not accrue.
  - (iii) The time periods specified in (ii) may be extended in an appropriate case. Upon a request for extension, by the employee, the Employer and the Union shall meet to discuss the merits of the request.
  - (iv) During the continuation of such absences, the Employer has the right to require a medical assessment in relation to the employee's inability to work.
- (e)
- (i) A laid off employee shall retain service, seniority and recall rights for six (6) months from the date of his lay-off. An employee who does not return to work through recall within the six (6) month period shall lose all rights and his employment with the Employer shall be deemed to be terminated.
  - (ii) A laid off employee shall keep the Employer advised at all times of his current address and telephone number. Any notice of recall to an employee who has been laid off shall be delivered through personal contact by telephone, in person or sent by registered mail to the last known address of the employee. The employee must return to work within five (5) working days from the first attempt of delivery of the recall notice to his last known address or, subject to sub-paragraph (iii) below he shall lose all rights and his employment shall be deemed to have been voluntarily terminated.

**CLAUSE 14:      SENIORITY** (Cont'd.

- (iii) A laid off employee must advise the Employer in advance of any reasonable grounds that will prevent him from being available for recall for a certain period of time. In such circumstances, The Employer will not attempt to recall the employee during that stated period. If a recall had been required during the period that the employee was unavailable, the employee, once the stated period has passed, shall be entitled to be recalled for the particular job if more that two (2) days of work are still required and the employee has complied with sub-paragraph (iv) below.
  
- (iv) A laid off employee who is recalled shall inform the Employer of the date he will return to work not later than 1:00 p.m. on the working day prior to his return.

(f) An employee who is required or who requests and is permitted to be permanently moved from Forest Lawn Development to Ocean View Development, or vice versa, shall be entitled to be credited in the new department with his full length of service and seniority earned.

(g) The Employer may temporarily assign an employee from Forest Lawn Development to Ocean View Development, or vice versa, for a period not to exceed sixty (60) calendar days, after which time the employee must be returned to his/her previous place of employment or the temporary position must be posted as a permanent job vacancy pursuant to Clause 19. Any such temporary assignment must be offered by seniority provided the employee has the present ability and efficiency to perform the required functions.

**CLAUSE 15:      SPECIAL CONDITIONS**

- (a) (i) For grounds/maintenance employees, two (2) fifteen (15)minute breaks will be allowed at the work location.
  
- (ii) For administrative/clerical employees, whenever possible, two (2) fifteen (15) minute uninterrupted relief breaks will be allowed to be taken one (1) in the morning and one (1) in the afternoon.

**CLAUSE 15:      SPECIAL CONDITIONS** (Cont'd.)

- (b) (i) For grounds/maintenance employees, the meal period shall be within one half (1/2) hour of midshift.
- (ii) For administrative/clerical employees, whenever possible, an unpaid thirty (30) minute uninterrupted meal period shall be taken within one-half (1/2) hour of mid-shift. If the meal period is interrupted, the employee shall be entitled to additional time to make up for the interruption.

(c) The Employer agrees to provide proper lunch rooms and maintain proper clean, sanitary washrooms and toilet facilities with hot and cold running water.

(d) All employees shall respect and look after with reasonable care, tools, equipment and facilities provided by the Employer to perform work and to provide conditions conducive to good working conditions.

(e) The Employer shall provide to any employee laid-off or discharged, all final pay and Record of Employment, indicating reason for dismissal or lay-off and whether or not he/she is eligible for rehire.

Final pay and Record of Employment must be provided to the employee within forty-eight (48) hours of the last day worked.

(f) The Employer will give an employee a minimum of one (1) hour notice in the event of a lay-off.

(g) Protective clothing, including rubber gloves, shall be supplied by the Employer for grave removal at no cost to the employee.

(h) The Employer will pay all employees every second (2nd) Friday by direct deposit or cheque at the Employer's discretion. If the Employer pays by direct deposit and, as a result of an error for which the employee bears no responsibility, bank charges are charged against the employee, then the Employer will reimburse the employee for such bank charges.

(i) The Employer will provide insurance against loss from fire or theft of the employees' personal belongings, should such loss occur from the Employer's premises, to a maximum of two hundred and fifty dollars (\$250.00).

- (j) (i) Employees assigned to work outdoors will be provided by the Employer with rainwear consisting of rubber gloves and a coat, a hat and a pair of trousers made of rubber or other water impervious material. The Employer will replace individual items when such items are rendered ineffective through normal wear and tear.

**CLAUSE 15:      SPECIAL CONDITIONS (Cont'd.)**

- (ii) Rain boots shall be provided to grounds/maintenance employees who have completed the probationary period and for whom is anticipated to continue for four (4) months or longer. The Employer will replace rain boots when they are rendered ineffective through normal wear and tear provided that rain boots shall not be replaced any more frequently than once for every twelve (12) months of actual work.
- (iii) Individual employees are charged with the responsibility of using the rainwear with reasonable care and an employee may be required to pay the cost of any rainwear lost or damaged through the employee's negligence.
- (iv) The Employer reserves the right to require that rainwear be kept in a designated area on the Employer premises in non-working hours. The Employer may require an employee to sign for rainwear where it is provided and, upon termination of employment for any reason, the employee must return the rainwear or the Employer may deduct the replacement cost of any item not returned from any monies owing to the employee.
- (v) The Employer will provide a separate heated drying room for storage of rain gear by July 31, 2003.

(k) Employees suffering an on-the-job injury which requires off-site medical attention will be paid for the balance of their shift where a qualified physician certifies that the employee should remain off work for the balance of the day.

- (l) (i) Employee(s) involved in a disinterment to the extent that they are required to:
    - (a) Enter gravesite/crypts or remove crypt sealer;
    - (b) Handle uncasketed human remains;
- Shall receive hour (4) hours off, with pay, for each disinterment.

**CLAUSE 15:      SPECIAL CONDITIONS** (Cont'd.)

- (ii) Employee(s) involved in a disinterment to the extent that they are required to lift, carry or handle casketed human remains during disinterments or reinterments within the Employer's property, shall receive two (2) hours off, with pay, for each disinterment/reinterment.
- (iii) The time off arising out of (i) or (ii) above, will be taken when mutually convenient to the employee and the Employer.

(m) Lockers shall be provided for the use of all grounds/maintenance employees and all administrative/clerical employees.

**CLAUSE 16:      GROUP R.R.S.P**

(a) The Employer shall make a contribution to the Group Registered Retirement Savings Plan (R.R.S.P) for the benefit of Regular employees at the following rates:

**Effective January 1, 2002**

Ninety-five cents (\$0.95) for each hour for which wages are payable.

**Effective January 1, 2003**

One dollar (\$1.00) for each hour for which wages are payable.

**Effective January 1, 2004**

One dollar, five cents (\$1.05) for each hour for which wages are payable.

Contributions will be paid by the Employer prior to the fifteenth (15) day of the month following in which hours were accumulated.

(b) The Employer shall not be required to make the above R.R.S.P. contributions for regular employees during their probationary period, but upon successful completion of the probationary period, the Employer shall submit the appropriate R.R.S.P. contribution covering all hours for which wages were payable to the employee during his/her probationary period.

- (c) (i) The Employer shall pay an additional twenty-five cents (\$0.25) for each hour for which wages are payable to temporary employees in lieu of the above R.R.S.P. contribution.
- (ii) A temporary employee shall be entitled to an additional cents (\$0.05) per hour for each completed twelve (12) months of service with the Employer, to a maximum of fifty cents (\$0.50) for each hour for which wages are payable.

**CLAUSE 16:      GROUP R.R.S.P (Cont'd.)**

(d) Effective sixty (60) days after date of ratification, an employee will be permitted to a one (1) time only withdrawal of funds from the Group R.R.S.P. under each of 6 the following circumstances:

- (i) If the employee is terminated, or retires;
- (ii) If the employee wishes to utilize the funds as a deposit on a home under the First Home Buyers program;
- (iii) If the employee or a dependent of the employee is attending College and University; or,
- (iv) If, for special circumstances, the employee can prove a critical need.

**CLAUSE 17:      HEALTH AND SAFETY**

(a) It is understood and agreed that the parties to this Agreement shall at all times comply with the Industrial Health and Safety Regulations of the Workers Compensation Act.

(b) It shall not be a violation of this Agreement for any employee to refuse to carry out or cause to be carried out, any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

**CLAUSE 18:      SEVERANCE**

On the termination of employment, as defined in the Employment Standards Act of a full-time employee, the Employer shall make payment or provide notice in accordance with the Employment Standards Act.

**CLAUSE 19:      JOB POSTING**

(a) It is clearly understood that the Employer maintains the discretion to decide how to manage and deploy the work force including but not restricted to the absolute right to decide whether to declare a vacancy, reassign existing employees, or hire new employees

**CLAUSE 19:      JOB POSTING (Cont'd.)**

(b) Where a vacancy is declared, the following procedure shall apply to employees seeking to post into a premium-rated job, or employees seeking to post into a newly-created job, or temporary employees seeking to post into a regular position. These procedures are not applicable to temporary vacancies.

(c) When the Employer elects to fill a job vacancy within the bargaining unit, the Employer will post a notice of the job vacancy on the employee's Notice Board in the vicinity of the time clock for a period of five (5) working days. Employees interested in applying for a job posting must do so in writing within five (5) working days of the posting period.

(d) The choice of the successful applicant by the Employer will be based on ability and efficiency. Where these are equal, seniority will prevail.

Where no applicant has the ability and efficiency to do the job, a two (2) week training and trial period will be offered to the most senior applicant. In the event the senior applicant cannot perform the duties of the job within the training and trial period, he/she shall be permitted to return to his/her former position without loss of seniority.

The training and trial period will then be offered to the next most senior applicant until a successful applicant is declared.

(e) A job posting shall contain the following information:

(i) Expected start date;

(ii) Duties of the position;

(iii) Qualifications and expectations, if any, necessary to perform the duties of the position (the qualifications posted must be relevant and necessary to perform the duties of the position)

(iv) Hours of work;

(v) Hourly rate of pay; and,

(vi) Date the posting closes.

(f) Unsuccessful applicants will be advised by the Employer and, if requested by the employee, the Employer will advise the employee in writing of its reason for selecting another applicant.

**CLAUSE 19:      JOB POSTING** (Cont'd.)

(g) Where there are no internal applicants with the ability and efficiency to perform the job to the Employer's satisfaction, then the Employer shall notify the Union verbally of its requirement and the Union may refer its members to the Employer for consideration. In satisfying its requirements the Employer may, in its sole discretion, hire a referred member or any other person.

(h) The parties further agree that job vacancies or new positions shall be filled expeditiously in order that the work load of other employees in the bargaining unit not be increased due to delay in filling the position.

(i) An employee promoted to a management position will retain his/her seniority for three (3) months. At any time during that period, the employee or Employer may elect to return the employee to his/her bargaining unit position without loss of seniority. The employee will continue to accrue sick leave and vacation benefits.

**CLAUSE 20:      TRAINING**

All training of grounds/maintenance employees on equipment shall comply with WCB guidelines as per Clause 17(a).

**APPENDIX A**

**TO THE CEMETERY DIVISION COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**SERVICE CORPORATION INTERNATIONAL (CANADA) LIMITED**

(the "Employer")

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION  
LOCAL 1611**

(the "Union")

**FOR LAKEVIEW MEMORIAL GARDENS, KELOWNA, B.C**

Notwithstanding that the work of operating a Crematorium is normally performed by Employees in the Funeral Division, in the unique circumstances of Lakeview Memorial Gardens, the Crematorium may be operated by the Superintendent and/or Grounds/Maintenance Employees.

## **APPENDIX B**

### **TO THE CEMETERY DIVISION COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**SERVICE CORPORATION INTERNATIONAL (CANADA) LIMITED**  
(the "Employer")

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS' UNION**  
**LOCAL 1611**  
(the "Union")

#### **For Lakeview Memorial Gardens, Kelowna, B.C**

The Parties agree that the terms of the Cemetery Division Collective Agreement ratified on February 7, 2002 for a term January 1, 2002 to December 31, 2004 shall apply to the employees at Lakeview Cemetery except as amended herein:

1. Clause 7 shall not apply and shall be replaced by the following:

(a) Except as provided in clause (b), all time worked:

(i) On general holidays;

(ii) On a day other than the employee's regularly scheduled work days;

(iii) In excess of eight (8) hours on a regularly scheduled work day;

Shall be paid at the rate of double time (2x).

(b) When overtime is required by the Employer on a Saturday, for the purposes of performing interments, entombments or inurnments scheduled on that Saturday, it shall be paid at the rate of time and one-half (1 ½) for the first four (4) hours, and double time (2x) thereafter.

(c) When the Employer requires overtime as in (a) and (b) above, the work will be offered to the Regular employees on a rotational basis, provided the Regular employee has the required ability and efficiency to perform the work. In the event that all the Regular employees who are offered the overtime work refuse such work, then the junior Regular employee(s) who has the required ability and efficiency must perform the work.

**APPENDIX B** (Cont'd.)

The Employer shall post the rotational list on the employee's notice board and provide a copy to the shop steward. If an employee refuses an Employer request to perform overtime on two (2) consecutive occasions, the Regular employee shall lose his/her turn on the list.

If a Regular employee is absent from work for any reason other than an injury which is the subject of a WCB claim or weekly indemnity claim when the Employer makes a request for overtime, and the Employer has telephoned the Regular employee at the employee's designated telephone number and receives no immediate answer, then the Regular employee shall be deemed to have refused the overtime.

The Regular employee is responsible for ensuring the Employer has the employee's designated telephone number.

2. Clause 8 shall not apply and shall be replaced by the following:  
The parties agree that the wage rates for Lakeview shall be as follows:

(a) **REGULAR GROUND/MAINTENANCE EMPLOYEES**

December 31, 2001		\$17.19
January 1, 2002	+2.0%	\$17.53
January 1, 2003	+2.0%	\$17.88
January 1, 2004	+3.0%	\$18.42

(b) **TEMPORARY GROUNDS/MAINTENANCE EMPLOYEES**

(90% of above)

December 31, 2001		\$15.46
January 1, 2002		\$15.78
January 1, 2003		\$16.10
January 1, 2004		\$16.58

A temporary employee cannot be employed for more than ten (10) consecutive months.

If the temporary employee is employed for more than ten (10) consecutive months, he/she will receive the regular employee wage rate without regular employee benefits.

Any employee who is employed for more than twelve (12) consecutive months shall be considered a regular employee with regular employee benefits.

Temporary employees hired to fill a maternity leave absence cannot be employed for more than twelve (12) consecutive months.

**APPENDIX B** (Cont'd.)

(c) **PROBATIONARY GROUNDS/MAINTENANCE EMPLOYEES**

(75% of above)

December 31, 2001		\$12.89
January 1, 2002		\$13.15
January 1, 2003		\$13.41
January 1, 2004		\$13.82

(d) **REGULAR ADMINISTRATIVE/CLERICAL EMPLOYEES**

December 31, 2001		\$14.49
January 1, 2002	+2.0%	\$14.78
January 1, 2003	+2.0%	\$15.08
January 1, 2004	+3.0%	\$15.53

(e) **TEMPORARY AND PART-TIME ADMINISTRATIVE/CLERICAL EMPLOYEES**

(90% of above)

December 31, 2001		\$13.08
January 1, 2002		\$13.30
January 1, 2003		\$13.57
January 1, 2004		\$13.97

A temporary employee cannot be employed for more than ten (10) consecutive months.

If the temporary employee is employed for more than ten (10) consecutive months, he/she will receive the regular employee wage rate without regular employee benefits.

Any employee who is employed for more than twelve (12) consecutive months shall be considered a regular employee with regular employee benefits.

Temporary employees hired to fill a maternity leave absence cannot be employed for more than twelve (12) consecutive months.

**APPENDIX B** (Cont'd.)

(f) **PROBATIONARY ADMINISTRATIVE/CLERICAL EMPLOYEES**

(75% of above)

December 31, 2001		\$10.87
January 1, 2002	+2.0%	\$11.08
January 1, 2003	+2.0%	\$11.31
January 1, 2004	+3.0%	\$11.65

(g) **PROBATIONARY PERIOD**

All newly hired employees, regular or temporary, will be probationary employees until they have completed ninety (90) working days of employment. The probationary period will be waived for employees who have already served a full probationary period and are subsequently rehired by the Employer.

(h) **PREMIUM RATE**

A premium (over base rate) will be paid to employees working as Backhoe Operator, Head Gardener, Shop Mechanic, Lift Truck Operator, and Marker Hoist Operator for authorized hours worked in those capacities as follows:

December 31, 2001	\$0.35
January 1, 2002	\$0.45
January 1, 2003	\$0.45
January 1, 2004	\$0.50

(i) **CHARGEHAND RATE**

A premium (over base rate) will be paid to employees working as a Chargehand as follows:

December 31, 2001	\$1.20
January 1, 2002	\$1.35
January 1, 2003	\$1.45
January 1, 2004	\$1.55

Chargehand is defined as a bargaining unit employee assigned to supervise other bargaining unit employees, for authorized hours worked in those capacities.

The Employer shall have the sole discretion to determine which bargaining unit member is assigned to the Chargehand position. The Employer shall also have sole discretion to determine whether the Chargehand position will continue to be filled, subject to the Employer providing two (2) weeks written notice to the incumbent that his added responsibilities are no longer required.

## **APPENDIX B** (Cont'd.)

### **(j) SIGNING BONUS**

The Employer shall pay a signing bonus of one hundred dollars (\$100.00) to each eligible regular, temporary and part-time employee. In order to be eligible for the signing bonus, the employee must be both a non-probationary employee and working at the date of ratification. The Employer will pay this signing bonus to all eligible employees two (2) weeks after date of ratification.

**3.** Clause 9 shall not apply and shall be replaced by the following:

**(a)** The normal working day for grounds/maintenance and administrative/clerical employees shall be eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, Monday to Friday, shall constitute a week's work.

Upon mutual agreement between the parties, the Employer may schedule a work day beginning at 7:00 a.m. for selected grounds/maintenance and/or administrative/clerical tasks.

**(b)** A change may be made in the hours of work, by mutual agreement of the parties, to suit conditions regarding weather, season, or other operational purposes.

**4.** Notwithstanding Clause 1(f) of the Collective Agreement, the Parties agree that the Lakeview Cemetery site shall have one (1) shop steward for both the administrative/clerical and grounds/maintenance employees.

**5.** The Parties agree that Clause 5(a)(i) shall not apply Lakeview site. Further, the Parties agree that not more than one grounds/maintenance employee shall take their annual holiday at the same time.

**6.** The Parties agree that the extent of the work performed by the excluded Superintendent shall not be used to seek to have him included in the bargaining unit.

**7.** Clause 13(a)(iv), 13(b) and 13(c) shall not apply at the Lakeview site.

**8.** Clause 14(c) shall be amended to add two (2) seniority lists: One (1) for the Administrative/Clerical employees at the Lakeview site and one (1) for the Grounds/Maintenance employees at the Lakeview site.

**9.** Clause 16(a): Group R.R.S.P. shall apply to Employees at the Lakeview site. Effective March 15, 1999, the Employer shall establish a group R.R.S.P. for the benefit of Regular employees at the Lakeview site. The Employer shall make contributions for Regular employees only at the following rate:

**APPENDIX B** (Cont'd.)

**Effective January 1, 2002**

Ninety-five cents (\$0.95) for each hour for which wages are payable.

**Effective January 1, 2003**

One dollar (\$1.00) for each hour for which wages are payable.

**Effective January 1, 2004**

One dollar and five cents (\$1.05) for each hour for which wages are payable.

Contributions will be paid by the Employer prior to the fifteenth (15) day of the month following in which hours were accumulated.

10. Clause 1(d) will be amended as follows: Working dues deductions for grounds/maintenance employees will be thirty-three cents (\$0.33) per hour. Working dues deductions for administrative/clerical employees will be twenty-eight cents (\$0.28) per hour.

11. Clause 1(h) shall not apply at the Lakeview site.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

Signed on behalf of the Employer:

**SERVICE CORPORATION  
INTERNATIONAL (CANADA) LIMITED**

\_\_\_\_\_  
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Signature

Signed on behalf of the Union:

**CONSTRUCTION AND SPECIALIZED  
WORKERS' UNION LOCAL 1611**

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# **COLLECTIVE AGREEMENT**

**BY AND BETWEEN:**

**OCEANVIEW DEVELOPMENT AND FOREST LAWN DEVELOPMENT**

Located in Burnaby, BC

**AND**

**LAKEVIEW MEMORIAL GARDENS**

Located in Kelowna, BC

**the Cemetery Division of Service Corporation International (Canada) Limited**

(Hereinafter referred to as the “**EMPLOYER**”)

**AND:**

**CONSTRUCTION AND SPECIALIZED WORKERS’ UNION LOCAL 1611**

3542 Kingsway  
Vancouver, BC  
V5R 5X7

(Hereinafter referred to as the “**UNION**”)

**TERM OF AGREEMENT**

**JANUARY 1, 2002 - DECEMBER 31, 2004**