

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE BC CORPS OF COMMISSIONAIRES**  
**AND**  
**PUBLIC SERVICE ALLIANCE OF CANADA SERVICE ALLIANCE OF CANADA**  
**LOCAL No. 05-20500**  
**GUARDS & MATRONS**

**SECTION 1.0 - DEFINITIONS**

- 1.01 Employee. The term “Employee” or “Employees” as used in this Agreement refers to all employees of the Employer who are covered by this Agreement, except those excluded by the Code or by agreement of the parties.
- 1.02 Casual Employee. The term casual employee means guards or matrons employed on a call-in basis as and when required.
- 1.03 Use of Feminine Form. The feminine pronoun shall include the male and the singular shall include the plural and vice versa.

**SECTION 2.0 – INTRODUCTION**

- 2.01 Purpose
- 2.02 The purpose of the Collective Agreement is to establish harmonious and mutually beneficial relationships between the Employer, the Public Service Alliance, and the employees and to set forth certain terms and conditions of employment which have been reached through collective bargaining.

## **SECTION 3.0 – UNION RECOGNITION**

- 3.01 Recognition
- 3.02 The employer recognizes the Union as the exclusive bargaining agent for the employees, as identified in the bargaining unit certificate dated May 6, 2002 ,and as defined in Article 1, during the term of this Agreement, or as varied under Section 142 of the Labour Code of BC.
- 3.03 The Employer will, upon written notice, grant leave of absence without pay, for a maximum of three employees, to attend negotiations. The Union will reimburse the Employer for their hourly rate of pay to a maximum of 8 hours per day.
- 3.04 Union Representative’s Visits. The Employer and the Union recognize that the Employer does not own or control the work sites of its clients; Union representatives shall not be entitled to visit the job sites except with prior authorization of the Employer.
- 3.05 Performance of Bargaining Unit Work. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the case of training and instruction, and in situations where safety or security could be compromised.

## **SECTION 4.0 – UNION SECURITY**

- 4.01 The Employer agrees that all employees assigned to the bargaining unit after the date of certification shall sign a dues authorization form within twenty-one (21) days of assignment and shall make an application to become a member of the Union and shall maintain such membership as a condition of continued employment within the bargaining unit.
- 4.02 Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, or prior to the date of any subsequent variation of the certification, to become a member of the Union. Persons who do not become union members shall pay an amount equivalent to union dues which shall be forwarded to the union as per Article 4.06.
- 4.03 Membership Dues. The Employer agrees that all employees covered by this Agreement shall sign a dues authorization form within twenty-one (21) calendar days of the signing of this Agreement. The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect

of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

- 4.05 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.06 The amounts deducted in accordance with Clause 4.04 shall be remitted to the Comptroller of the Union by cheque no later than the end of each month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

#### **SECTION 5.0 - MANAGEMENT RIGHTS**

- 5.01 Right to Manage and Operate. The Union acknowledges the exclusive rights of the Employer to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients.
- 5.02 Exercising Management Rights. Except as provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of Management, and without restricting the generality of the foregoing, the Employer specifically reserves the absolute right to operate and manage its affairs and facilities, including the right to hire; the right to discipline and discharge employees for just cause; determine job content; assign and schedule work; establish methods, processes and means of performing work; assess the performance of work by employees; design and implement training programs; to determine the number of employees to be employed, the duties to be performed and establish policy and procedures as appropriate.

## **SECTION 6.0 – SHOP STEWARDS**

- 6.01 The number of Shop Stewards shall be locally determined. The Union shall notify the Employer of the Shop Steward's name upon their appointment and shall notify the Employer in writing of any changes to this appointment.
- 6.02 A local Union representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.
- 6.03 The necessary time which is spent by a Shop Steward during her regular working hours in reporting and resolving grievances shall be considered time not paid. When meetings under Section 18 are held during work hours the time spent in session will be considered as time paid.
- 6.04 Since the Employer does not own or control the worksite, the Employer will allow a three ring binder in lieu of a Union notice board, or such other arrangement that may be adopted that satisfies the need of the Union to communicate with employees.

## **SECTION 7.0 – HOURS OF WORK**

- 7.01 Contractual Obligations. The Union recognizes that the hours of work of the Employees are directly determined by the contractual obligations between the Employer and the client. Employees are not guaranteed an amount or type of work.
- 7.02 The Employer will establish hours of work consistent with the provisions in Annex "C"

## **SECTION 8.0 – OVERTIME**

- 8.01 Assignment of Overtime.
  - 8.01.1 Overtime shall be assigned by the Employer. Where possible such arrangements will be made on a voluntary basis, but client needs may dictate that employees will be required to work overtime.

- 8.01.2 If no Employee so requested on the site is willing to work the overtime, then the most junior Employee on the site, who is able to do the job, shall be required to work the overtime.
- 8.01.3 In circumstances where time is of the essence due to emergency, the Employer will have the right to fill such overtime shifts as its discretion.
- 8.02 No Relief – Overtime. In the event that an employee is not relieved as scheduled then the employee on duty at the time shall remain on duty, and notify applicable authorities. Overtime will commence when extra time worked exceeds 30 minutes and will include the entire period.
- 8.03 Overtime Pay. Calculation of overtime pay shall be in accordance with the provisions of Annex “C”
- 8.04 Breaks
  - 8.04.1 Breaks will be provided in accordance with the provisions of Annex “C”
  - 8.04.2 It shall be the onus of the Employees to take assigned breaks when possible and practical, consistent with their responsibilities to the client.

## **SECTION 9.0 - PAY**

- 9.01 Reporting To Work Pay. If an employee reports for work on any day as required by the Employer, the employee will be paid at least
  - a) 4 hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer’s control, including unsuitable weather conditions, or
  - b) 2 hours at the regular wage in any other case unless the employee is unfit for work.
- 9.02 Pay and Wages. Employees shall be paid on a bi-weekly basis, through direct deposit, at the rate of pay as specified in Annex A. New employees will commence their employment at the rate of pay specified in Annex A.
- 9.03 Benefits. See Annex B for schedule of benefits.

## **SECTION 10.0 – LAYOFFS AND RECALLS**

- 10.01 Factors. The factors to be considered when a lay-off, or recall from a lay-off, of employees occurs shall include, but not be limited to:
- a) client acceptance
  - b) skills, abilities and qualifications
  - c) length of service with the Employer.
- Factors (a) and (b) shall be determining factors. Where factors (a) and (b) are relatively equal, then factor (c) shall govern.
- 10.02 Normal Recall. The Employer shall generally give notice of recall to a bargaining unit position by telephone or e-mail followed up by registered mail, courier, hand delivery or other means where receipt can be evidenced, to the last recorded address of the employee. The employee shall keep the Employer informed of the Employee's present mailing address or locations where she may be reached. The employee who fails to do so shall forfeit her right of recall.
- 10.03 Urgent Recall. In circumstances where the Employer must fill a vacant position without delay, the Employer shall give notice of recall by telephone only until able to find a qualified employee who is prepared to report to work immediately.
- 10.04 Failure to Respond to Recall. If an employee declines an offered position within the bargaining unit, or fails to respond to a notice of recall within 5 (five) working days from the date of receipt of the original notice, or fails to report to work within the period outlined above, such employee shall be considered to have resigned and shall forfeit her recall rights. Should such employee be prevented from returning to work due to illness or accident she shall retain her recall rights and the Employer shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident before being returned to the recall list.

## **SECTION 11.0 – VACANCIES WITHIN THE BARGAINING UNIT**

- 11.01 Site Assignment to Temporary Vacancies. The Union recognizes the Employer in consultation with the client, has the right to assign individuals to temporary vacancies within the bargaining unit.
- 11.02 Scheduling will be done on a detachment basis.

## **SECTION 12.0 – VACATIONS AND HOLIDAYS**

- 12.01 Vacation Entitlement. Vacation entitlement will be provided in accordance with the provisions in Annex “C”
- 12.02 Payment of Vacation Pay. Vacation pay will be paid to each Employee in accordance with the provisions in Annex “C”
- 12.03 Vacation Pay on Termination. Vacation pay shall be paid in addition to other wages due if employment is terminated by the employee or the Employer prior to the employee having an opportunity of taking her vacation entitlements.
- 12.04 Statutory Holidays. The Employer recognizes the following statutory holidays :
- |                |                      |                  |
|----------------|----------------------|------------------|
| New Year’s Day | Canada Day           | Thanksgiving Day |
| Good Friday    | British Columbia Day | Remembrance Day  |
| Victoria Day   | Labour Day           | Christmas Day    |
- 12.05 Calculation and Payment of Statutory Holiday Pay. Calculation of statutory holiday pay shall be in accordance with the provisions in Annex “C”

## **SECTION 13.0 - LEAVES**

- 13.01 Pregnancy Leave. As per Annex “C”
- 13.02 Parental or Adoption Leave. As per Annex “C”
- 13.03 Bereavement Leave. As per Annex “C”
- 13.04 Jury Duty. As per Annex “C”

## **SECTION 14.0 - SENIORITY**

- 14.01 General. The Seniority of an employee means the length of the employee's accumulated hours worked with the Employer at her assigned worksite.
- 14.02 Probationary Period. The probationary period shall be 500 hours worked in the bargaining unit. Site seniority shall be established upon completion of the probationary period and shall commence from the date of assignment.
- 14.03 Seniority List. The Employer will provide a current seniority list to the Union every six (6) months.
- 14.04 Cessation of Seniority. Employees shall lose their seniority and their employment if:
- a) duly discharged by the Employer and not reinstated through grievance or arbitration procedure of this agreement;
  - b) they voluntarily quit or resign;
  - c) they have been laid off from the bargaining unit;
  - d) they fail to accept an offer of recall from layoff;
  - e) they abandon the work site without an authorized leave of absence unless a satisfactory reason is given by the Employee before returning to work for his next scheduled shift;
  - f) they fail to return to work on the completion of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given within five (5) days, of the completion of the authorized leave of absence or vacation;
  - h) they accept any form of severance.

## **SECTION 15.0 – MANDATORY RETIREMENT**

- 15.01 The normal retirement age for employees with this employer is 70, but employees may continue to work as long as they are capable of performing the duties and a client is willing to have them work at the client site.

## **SECTION 16.0 – HEALTH AND SAFETY**

- 16.01 Safety. The Employer and the Union recognize the obligation to maintain a healthy workplace. The Union, in co-operation with the Employer, will encourage employees to work in a safe manner. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.
- 16.02 The Employer and the Union agree that safe work practices shall be governed by the requirements set out in the BC Workers Compensation Act and Regulations, subject to the limitations expressed above and in consideration of the fact that the client's work site is governed by Federal safety standards.

## **SECTION 17.0 – DISCRIMINATION IN THE WORKPLACE**

- 17.01 Human Rights Legislation. In recognition of the right that every employee is entitled to a work environment that is free from discrimination, the employer and the Union recognize the principles of the Human Rights Code of British Columbia and will work together to ensure a workplace free from discrimination.
- 17.02 Complaint Process
- 17.02.1 If an employee believes that she has been the subject of discrimination, then the employee shall follow the process set out in the Employer's policy for the purpose of attempting to resolve the complaint.
- 17.02.2 If the Employee's concerns are not satisfactorily resolved pursuant to 17.02.1 above, then the Employee may submit a grievance at Step Two. At any time an Employee has the legal right to submit a complaint to the BC Human Rights Commission. Either the grievance or the Human Rights complaint may be held in abeyance pending decision of the other.

## SECTION 18.0 – GRIEVANCE PROCEDURE

- 18.01 Grievance Steps. Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement will be dealt with in the following manner.
- 18.02 Step 1
- Informal Discussion. Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's supervisor, not later than ten (10) working days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The employee may choose to have her Union Representative present during such discussion
- 18.03 Step 2
- 18.03.1 Within ten (10) working days of the discussion with the supervisor as indicated above, should the matter remain unresolved, and the union representative wishes to pursue the matter, the Union Representative will provide a written grievance to the site Manager.
- 18.03.2 Within ten (10) working days of receipt of the grievance, the Manager, or designate, will discuss the grievance jointly with the employee and the Union Representative. The Manager, or designate, will render a decision in writing to the Union Representative with a copy to the employee within ten (10) working days of the date of this discussion at Step 1.
- 18.03.3 Should a grievance be unresolved at Step 2, the Union may refer the matter to Arbitration in writing to the Manager, or designate, within thirty (30) working days of receipt of the Manager, or his designate's decision at Step 2.
- 18.04 A decision to advance or settle a grievance initiated by the Union rests with the Union unless otherwise dictated by the Union constitution.
- 18.05 Arbitration
- 18.05.1 All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within ten (10) working days of written notice to arbitrate the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the Director of the Collective Agreement Arbitration Bureau to make an appointment.
- 18.05.2 Each party to this Agreement will equally share the fee, expenses and disbursements of the arbitrator and each party shall bear its own costs.

- 18.05.3 The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.
- 18.06 Time Limits. The time limits set out in this Article may be extended by mutual agreement of the employer and the Union which will be confirmed in writing. Such agreement will not be unreasonably withheld. If the time limits specified or agreed to are not met, the grievance will be deemed to be abandoned.

### **SECTION 19.0 – STRIKE - LOCKOUT**

- 19.01 The Union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or continue to work. The Corps agrees that during the term of this Agreement there will be no lockout.
- 19.02 Action in the Event of Labour Action Affecting Client's Site. In the event of a strike by any employees, or any labour organization, or any bargaining unit, or of a lockout by any Employer, which affects the client's property or operations, the employees covered by this agreement will report for work and remain on the job performing their assigned security guard functions.

### **SECTION 20.0 – JOINT CONSULTATION**

- 20.01 Request Procedure. On the request of either party, the parties must meet at least once every two (2) months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. Given the fact that employees work under the supervision of the RCMP the consultation process may be shared with the Corps.

### **SECTION 21.0 – MISCELLANEOUS**

- 21.01 Labour Relations Code Exclusions. The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.
- 21.02 Performance Reviews. When a formal assessment of an employee's performance is completed, the employee concerned will be provided an opportunity to sign the performance review upon its completion to indicate its contents have been read. An employee's signature on her performance review will be considered as confirmation the employee has read the contents and shall not imply the employee's concurrence with the statements contained in the review.

- 21.03 Personnel Files. Upon providing reasonable notice, an employee may request their personnel file be made available for her examination in the presence of an authorized representative of the Employer. There shall be one (1) personnel file for each employee in the bargaining unit.
- 21.04 Technological Change. Section 54 of the Labour Relations Code will be utilized, where necessary, to address technological change in the workplace.
- 21.05 If the Employer introduces a new job and pay rate the union may challenge the pay rate to arbitration.
- 21.06 Lead Guard Replacement. If a lead guard position is required and the regular lead guard is absent, the employee replacing the lead guard will be paid the lead guard premium of \$0.25 per hour. This provision will apply in Williams Lake and other worksites where the Corps elects to utilize the lead hand provision. The replacement employee shall be assigned in order of seniority, unless circumstances dictate otherwise.

## **SECTION 22.0 - LEAVE FOR UNION BUSINESS**

- 22.01 The Employer will grant leave without pay to an employee called as a witness by an Arbitration Board.
- 22.02 The Employer will grant leave with pay to employee(s) who attend a meeting called by management.

## **SECTION 23.0 - INFORMATION**

- 23.01 The Employer, when authorized by the employees to do so, shall provide the Local, within a period of thirty (30) days, with the names and work location of newly appointed regular employees in the bargaining unit.
- 23.02 The Employer agrees to provide to the President of the Local Union of PSAC a copy of the Employer's current organization chart and as amended from time to time.
- 23.03 Upon being assigned to a detachment, an employee shall be provided with the current Post Order of his/her position and shall be required to read it.

- 23.04 The Union agrees to supply each employee with a copy of the collective agreement. The parties agree to share equally, the cost of printing the collective agreement, which may be photocopied or produced as a bound document.
- 23.05 The Employer agrees to provide the President of the Local a copy of the BC Corps Policies and Procedures as existing at the signing of this collective agreement and as amended from time to time.

#### **SECTION 24.0 - POLITICAL RIGHTS**

- 24.01 The Employer recognizes the rights of employees to participate in the political process including the right to run for office or campaign for the candidate(s) of their choice. Leave of absence without pay, if required, will be assessed against operational considerations. Maximum leave, if granted, will be for a period of three months.

#### **SECTION 25.0 - DISCIPLINE**

- 25.01 No employee will be disciplined without just and reasonable cause. When an employee is suspended from duty pending investigation, the Employer undertakes to notify the employee in writing of the reason for such suspension within 72 hours.
- 25.02 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's performance file.
- 25.03 The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to termination.
- 25.04 With agreement by the employee, formal disciplinary measures will be copied to the union in cases of written reprimand, suspension, or dismissal.
- 25.05 In cases of written reprimand, suspension or dismissal, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action.

25.06 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning her the employee is entitled to have, at her request, a representative of the union attend the meeting. In the event a union representative is not available within a reasonable period of time the employee may elect to have another employee present. Employees shall be considered at work and paid at regular rates for any disciplinary meetings called by management.

### **SECTION 26.0 - EMPLOYEE ORIENTATION**

26.01 Employee Orientation. After assignment to a position within the bargaining unit, an employee will be permitted to meet with a Shop Steward for a reasonable period of time, as part of the employees orientation for the position.

### **SECTION 27.0 – DURATION OF AGREEMENT**

27.01 This Agreement shall be effective from April 1, 2003 to and including March 31, 2006. Either party may, in the four (4) month period prior to the expiry date of this agreement, notify the other party that they would like to commence bargaining. This Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and commence a strike or the Company shall give notice of lockout, and commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed this 23<sup>rd</sup> day of July, 2003

**BC Corps of  
Commissionaires**

Name: Allen Batchelar \_\_\_\_\_

Title: CEO, BC Corps of  
Commissionaires \_\_\_\_\_

**Public Service Alliance of Canada**

Name: P. Ducharme \_\_\_\_\_

Title: Representative, Public Service Alliance Of  
Canada \_\_\_\_\_

Name: Mo Ritchie, \_\_\_\_\_

Title: Representative, Public Service Alliance Of  
Canada \_\_\_\_\_

**Annex A – Guards & Matrons**

**WAGE SCHEDULE**

Effective date of ratification, the following adjustments on scale to Guards & Matrons:

- 1) Current and New Employees Assigned To The Bargaining Unit After The date Of Ratification:

All current and new employees assigned to the bargaining unit after the date of ratification will be paid in accordance with the following scale:

<b>Date</b>	<b>Rate/Hr</b>	
	<b>Williams Lake &amp; Alexis Creek</b>	<b>New Hazel / Fort St. James/Pemberton</b>
Current	11.60	11.90
Ratification	11.90 retro to April 1, 2002	11.90
Ratification	12.15 retro to April 1, 2003	
April 1, 2004	12.30 or 60% Of Billing Rate Increase – Whichever is greater	
April 1, 2005	12.45 or 60% Of Billing Rate Increase – Whichever is greater	

- 2) Probationary Rate:

Effective date of ratification the probationary rate (500 hours) will be \$9.00 per hour for the term of the agreement, or 15 cents per hour above the Employment Standards Minimum Wage, whichever is greater.

## **BENEFITS**

The Employer agrees to provide members of the bargaining unit with the following non-statutory benefits, effective date of ratification:

### Group Accidental Death and Dismemberment

Employees are automatically covered with the premium fully paid by the employer. Coverage includes:

- 24/7 business and pleasure coverage
- \$40,000 accidental death
- \$200 weekly indemnity for 104 weeks

### Extended Health, Prescription Drug and Dental Plan

This benefit consists of the standard BC Corps Benefit Plan as modified from time to time and with rates as established annually by the carrier. The premiums will be shared on a 50/50 basis between the employee and the employer. This plan is available to all employees who need such coverage and average more than 20 hours work per week in the previous calendar year. The existing plan with rates will be supplied to the union annually.

### Life Insurance

This is a compulsory benefit for all employees who average more than 20 hours work per week in the previous calendar year. The premium is shared on a 50/50 basis between the Employer and the employee. Benefits are:

- \$20,000 paid upon death to the designated beneficiary

### Uniforms

The Employer will provide all required uniforms, as specified by the Employer, without cost. Standards of dress set by the Corps are a requirement of employment.

### Training

Any training specified by the Corps after date of hire will be provided free of charge or on a 100% reimbursable basis. Wages will be paid at basic rate for actual training

### Group RSP:

- a) Effective January 1, 2003 the Corps will deposit 2% of gross earnings from the date of ratification into a Group RSP.
- b) Effective January 1, 2004 and annually during the life of this collective agreement the Corps will deposit 2% of gross earnings from the previous 12 months into a Group RSP.

## Annex C - Guards & Matrons

### RELEVANT PROVISIONS OF THE EMPLOYMENT STANDARDS ACT

#### Maximum hours of work before overtime applies

1. (1) An employer must pay an employee overtime wages in accordance with paragraph 2, below, if the employer requires, or directly or indirectly allows, the employee to work more than 8 hours a day or 40 hours a week.  
  
(2) Subsection (1) does not apply for the purposes of an employee who is working under an averaging agreement.

#### Calculation of overtime

2. (1) An employer must pay an employee who works over 8 hours a day, and is not working under an averaging agreement:
  - (a) 1 1/2 times the employee's regular wage for the time over 8 hours, and
  - (b) double the employee's regular wage for any time over 12 hours.  
(2) An employer must pay an employee who works over 40 hours a week, and is not working under an averaging agreement, 1 1/2 times the employee's regular wage for the time over 40 hours.  
  
(3) For the purpose of calculating weekly overtime under subsection (2), only the first 8 hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

#### Meal breaks

3. (1) An employer must ensure
  - (a) that no employee works more than 5 consecutive hours without a meal break, and
  - (b) that each meal break lasts at least a 1/2 hour.  
(2) An employer who requires an employee to be available for work during a meal break must count the meal break as time worked by the employee.

#### Minimum daily hours

4. (1) Subject to subsections (2) and (3), if as required by an employer an employee reports for work on any day, the employer must pay the employee for a minimum of 2 hours at the regular wage whether or not the employee starts work, unless the employee is unfit to work or fails to comply with Part 3 of the Workers Compensation Act, or a regulation under that Part.
  - (2) Whether or not the employee starts work, the employer under subsection (1) must pay the employee for a minimum of 4 hours at the employee's regular wage if the employer had previously scheduled the employee to work for more than 8 hours that day, unless
    - (a) the employee is unfit to work or fails to comply with Part 3 of the Workers Compensation Act, or a regulation under that Part, or
    - (b) the work is suspended for reasons completely beyond the employer's control, including unsuitable weather conditions.
  - (3) If the circumstance set out in subsection (2) (b) applies, the employer must pay the employee for a minimum of 2 hours at the employee's regular wage.
  - (4) If
    - (a) the employee under subsection (1) is required to work longer than 2 hours, or
    - (b) the circumstances described in subsection (2) are applicable and the employee is required to work longer than 4 hours,the employer must pay the employee for the entire period the employee is required to work.

#### Entitlement to statutory holiday

5. An employer must comply with paragraphs 6 and 7, below, in respect of an employee who has been employed by the employer for at least 30 calendar days before the statutory holiday and has
  - (a) worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday, or
  - (b) worked under an averaging agreement at any time within that 30 calendar day period.

#### Statutory holiday pay

6. (1) An employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday under paragraph 8, below, must be paid an amount equal to at least an average day's pay determined by the formula

amount paid ÷ days worked

Where

amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

(2) The average day's pay provided under subsection (1) applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.

If employee is required to work on statutory holiday

7. An employee who works on a statutory holiday must be paid for that day

(a) 1 1/2 times the employee's regular wage for the time worked up to 12 hours,

(b) double the employee's regular wage for any time worked over 12 hours, and

(c) an average day's pay, as determined using the formula in paragraph 6 (1), above.

Substituting another day for a statutory holiday

8. (1) An employer may for one or more employees at a workplace substitute another day off for a statutory holiday if the employer and the employee or a majority of those employees, as the case may be, agree to the substitution.

(2) Any employees affected by the substitution of another day for a statutory holiday have the same rights under this Act and their employer has the same duties under this Act as if the other day were a statutory holiday.

(3) An employer must retain for 2 years records of agreements made under subsection (1) (b).

Pregnancy leave

9. (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

(a) beginning

(i) no earlier than 11 weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) (b) (i) must

(a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### Parental leave

10. (1) An employee who requests parental leave under this section is entitled to,

(a) for a birth mother who takes leave under paragraph 9, above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under paragraph 9, above, unless the employer and employee agree otherwise,

(b) for a birth mother who does not take leave under paragraph 9, above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

#### Family responsibility leave

11. An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

(a) the care, health or education of a child in the employee's care, or

(b) the care or health of any other member of the employee's immediate family.

#### Bereavement leave

12. An employee is entitled to up to 3 days of unpaid leave on the death of a member of the employee's immediate family.

#### Duties of employer

13. (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.

(2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,

(a) terminate employment, or

(b) change a condition of employment without the employee's written consent.

(3) As soon as the leave ends, the employer must place the employee

(a) in the position the employee held before taking leave under this Part, or

(b) in a comparable position.

(4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

#### Jury duty

14. If an employee is required to attend court as a juror, the employer has the same duties under paragraph 13 (2) to (4), above, in relation to the employee as if that employee were on leave under this Part.

#### Employment deemed continuous while employee on leave or jury duty

15. (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of

(a) calculating annual vacation entitlement, and

(b) any pension, medical or other plan beneficial to the employee.

(2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:

(a) if the employer pays the total cost of the plan;

(b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.

(3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.

(4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.

#### Entitlement to annual vacation

16. (1) An employer must give an employee an annual vacation of

(a) at least 2 weeks, after 12 consecutive months of employment, or

(b) at least 3 weeks, after 5 consecutive years of employment.

(2) An employer must ensure an employee takes an annual vacation within 12 months after completing the year of employment entitling the employee to the vacation.

(3) An employer must allow an employee who is entitled to an annual vacation to take it in periods of one or more weeks.

(4) An annual vacation is exclusive of statutory holidays that an employee is entitled to.

#### Vacation pay

17. (1) An employer must pay an employee the following amount of vacation pay:

(a) after 5 calendar days of employment, at least 4% of the employee's total wages during the year of employment entitling the employee to the vacation pay;

(b) after 5 consecutive years of employment, at least 6% of the employee's total wages during the year of employment entitling the employee to the vacation pay.

(2) Vacation pay must be paid to an employee

(a) at least 7 days before the beginning of the employee's annual vacation, or

(b) on the employee's scheduled paydays, if

(i) agreed in writing by the employer and the employee, or

(ii) provided by the collective agreement.

(3) Any vacation pay an employee is entitled to when the employment terminates must be paid to the employee at the time of termination.

Common date for calculating vacation entitlement

18. An employer may use a common date for calculating the annual vacation entitlement of all employees under paragraphs 16 and 17, above, so long as this does not result in a reduction of any employee's rights under those sections.