

COLLECTIVE AGREEMENT

BETWEEN

VALLEY VIEW MEMORIAL GARDENS LIMITED

AND

TEAMSTERS LOCAL UNION No. 213

January 25th, 2006 - January 24th, 2009

**DON McGILL
Secretary-Treasurer**

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THIS AGREEMENT entered into this day of , 2006.

BETWEEN: VALLEY VIEW MEMORIAL GARDENS LIMITED,
14644 - 72nd Avenue,
Surrey, B. C. V3S 2E7

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No work shall be done by an outside jobber, contractor or agency unless the Employer's own employees cannot perform the work required to be done. Non-bargaining unit staff may be used for the purpose of training staff and emergency situations.

2. MANAGEMENT RIGHTS

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations.

Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provision of this Agreement shall be subject to the

provisions of the Grievance Procedure.

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the seniority provisions contained herein.
- (b) The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same to the Union Office immediately.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such employee. The Union shall save the Employer harmless from financial claims arising from such action.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any person who is serving as a Union delegate to any conference or function.
- (b) If an employee desires a leave of absence without pay for personal reasons he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy to the Union. No legitimate and reasonable request for a leave of absence will be denied provided that no more than 30% of the bargaining unit staff will be unavailable for work.

- (c) When an employee is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year without pay.
- (d) The Employer will grant a leave of absence when an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work. He/she will be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, for up to one (1) year. He/she shall report the fact to the Employer prior to the employee's starting time, if possible.
- (e) In the case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for five (5) days to arrange and/or attend the funeral for a husband, wife, mother, father, step-parents, children, sister and brother and three (3) days for mother and father-in-law, sister and brother-in-law, grandparents and grandchildren. In the event that the death occurs outside the province of British Columbia an additional day will be granted to arrange and/or attend the funeral.
- (f) All time lost by an employee due to necessary attendance on jury duty or any court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee up to a maximum of fifteen (15) days except in cases where an employee is unsuccessful in being excused from jury duty. Once an employee is released from jury or witness duty, he/she shall be returned to the job classification and pay rate he/she was on prior to such duty. All jury duty or witness payments excluding transportation and/or meal payments received by the employee from the courts or otherwise shall be reimbursed to the Employer by endorsation of jury duty cheque and/or witness fees to the Employer.
- (g) During an authorized leave of absence, an employee shall maintain and accumulate seniority except in (b) and (c) above where accumulation does not apply.

In addition in (b) and (c) above, if an employee wishes to continue their group insurance benefits during their leave, the employer shall continue to pay the employer's share of the premiums for up to sixty (60) days. The employee shall be responsible for the full cost (both employee and employer) of such benefits after sixty (60) days unless the Employment Standards Act states otherwise.

6. SHOP STEWARD

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need but the maximum allowed will be two (2) Shop Stewards.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay, at a mutually agreed upon time with Management.
- (f) The Employer further agrees that it will not discriminate against the Steward for carrying out duties proper to a Shop Steward's position, and where conducted in a lawful manner.
- (g) During negotiations the Union may have one employee on the negotiating committee in attendance and the wages will be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day by the Employer.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
- (i) On completion of the probationary period a minimum of one (1) uniform set each week.
 - (ii) The Employer shall supply jackets with removable linings every second year. The Employer shall supply regular coveralls as required.
 - (iii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (iv) Employees assigned to work outdoors will be provided, by the Employer, with rainwear consisting of a coat 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. Individual employees are charged with the responsibility of using rainwear with reasonable care. The Employer reserves the right to require the rainwear be kept in a designated area on the Employer's premises in non-working hours. The Employer may require an employee to sign for rainwear when 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. Rainwear in useable condition shall be supplied to seasonal staff. The Employer shall have rubber boots available for employees to use when required.

Suitable cool weather coveralls will be supplied for specific jobs when required.
 - (v) Protective clothing, including leather and rubber gloves, shall be supplied by the Employer for grave removal at no cost to the employee.
 - (vi) The Employer shall pay each full-time employee an annual safety footwear allowance of up to one hundred and fifty-five dollars (\$155.00) in each calendar year. Effective January 25, 2008 such allowance shall be increased to one hundred and sixty dollars (\$160.00). Seasonal employees shall be paid an eighty dollar (\$80.00) boot allowance after every eight (8) months of accumulated service. Effective January 25, 2008 such allowance shall be increased to eighty-five dollars (\$85.00). The safety footwear allowance may be used to purchase leather and/or insulated rubber safety footwear.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices provided the Employer can review the notices prior to posting.

The Employer shall be responsible for the posting of an up to date Seniority List.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. STRIKES OR LOCKOUTS

- (a) No strike sympathetic or otherwise shall be carried out other than is provided by the *Industrial Relations Act of British Columbia*.
- (b) An employee shall have the right to refuse to cross a picket or placard line which has not been declared illegal by a court of competent jurisdiction.
- (c) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of the Agreement for the Union to do so.

11. TRANSFER OF TITLE OR INTEREST

- (a) Refer to the *Labour Relations Code* Section 35 in its entirety including any amending legislation pursuant to Section 35.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately after the closure of the contract of sale, lease or transfer.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance not presented within fifteen (15) days following the event giving

rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his/her rights under the *Provincial Labour Statutes*.

Employees shall have the right to have a Shop Steward present at any investigatory meeting that may result in discipline. Grievance meetings shall be held during regular working hours.

(b) The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the Shop Steward, shall take his/her grievance up with the Foreman or Supervisor. The Employer shall take up his/her grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II Within ten (10) days after the outcome of Step I should a solution not be reached then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within ten (10) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union or the Employer claims a violation of this Agreement, he/she may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III The party desiring Arbitration shall, within thirty (30) days of the outcome of Step II, appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within fifteen (15) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for fifteen (15) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

(c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off then the Arbitration Board shall have the following powers:
- (i) reinstatement of the employee;
 - (ii) directing the Employer to pay all or part of any of the employee's wages and benefits which he/she would have enjoyed if the discharge, suspension or lay off had not taken place;
 - (iii) any other powers or authority as stated in the *Industrial Relations Act*.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his/her discharge or suspension, shall be given by the Employer, in writing, the reasons for his/her discharge or suspension, with a copy to be sent to the Union.

In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (g) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file provided the employee's behaviour has not constituted a habitual pattern of misconduct.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job shall receive such job.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

The crematorium job shall be posted within the bargaining unit when vacant.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change that affects existing bargaining unit work until and unless the Employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change.

- (b) The Employer shall give first opportunity for employment to the employees then on the payroll through the Job Posting Procedure and provide training for a reasonable period of time required by such technological change.

- (c) The parties agree to immediately negotiate an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration for final and conclusive settlement without stoppage of work.

15. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination. Severance pay shall be pro-rated for the year in which an employee is terminated, if necessary.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

16. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) The total amount of union dues deducted and submitted on behalf of an employee during the calendar year shall be recorded by the Employer on each employee's T-4 income tax slip.

17. ANNUAL VACATIONS

- (a) No later than February 1st of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his/her vacations on such list at a time same is desired and such request must be completed by March 1st of each year.

If an employee has not entered his/her vacation request by March 1st, the employee shall be considered to have relinquished any rights his/her seniority would have given him/her with respect to vacation scheduling. Vacations shall be taken in one (1) unbroken period except for one (1) week of entitlement which may be split and taken in one (1) day increments if an employee so requests. If employees so choose, their vacations must be given between May 15th and September 1st each year.

Once such list is completed, vacation periods cannot be altered by the Employer without the consent of the affected employee(s).

Employees may change their vacation period with a minimum of two (2) weeks notice to the Employer but the change cannot affect any other employees who have scheduled their vacation and/or banked time in the desired period.

- (b) The calendar year shall be used to calculate an employee's vacation entitlement and payment.
- (c) No more than a total of thirty percent (30%) of full-time employees shall take their vacation and/or banked time at the same time.
- (d) Employees with less than one (1) year of service shall be entitled to four percent (4%) holiday pay as required by the *British Columbia Annual Holiday Act*.
- (e) Each employee with one (1) year or more continuous service shall receive a vacation of two (2) weeks with pay at his/her regular pay rate.
- (f) Each employee with three (3) or more years continuous service shall receive a vacation of three (3) weeks with pay at his/her regular pay rate.
- (g) Each employee with nine (9) years or more continuous service shall receive a vacation of four (4) weeks with pay at his/her regular pay rate.
- (h) Each employee with sixteen (16) years or more continuous service but less than twenty (20) years shall receive a vacation of five (5) weeks with pay at his/her regular pay rate.
- (i) Each employee with (20) years or more of continuous service but less than twenty-one (21) years shall receive a vacation of five (5) weeks and one (1) day with pay at his/her regular pay rate.

Each employee with twenty-one (21) years or more of continuous service but less than twenty-two (22) years shall receive a vacation of five (5) weeks and two (2) days with pay at his/her regular pay rate.

Each employee with twenty-two (22) years or more of continuous service but less than twenty-three (23) years shall receive a vacation of five (5) weeks and three (3) days with pay at his/her regular pay rate.

Each employee with twenty-three (23) years or more of continuous service but less than twenty-four (24) years shall receive a vacation of five (5) weeks and four (4) days with pay at his/her regular pay rate.

Each employee with twenty-four (24) years or more of continuous service shall receive a vacation of six (6) weeks pay at his/her regular pay rate.

- (j) The occurrence of a General Holiday during the annual

holiday of one (1) employee shall entitle him to one (1) extra day off with pay.

- (k) Vacations must be taken each year and vacations not used in one (1) year must be used by the end of February of the following year.

18. GENERAL HOLIDAYS

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holidays, plus any shift premiums he/she would normally be entitled to:

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

Notwithstanding the above, an employee will not be entitled to be paid for the above named or declared holiday if the holiday in question occurs during the employee's first twenty (20) calendar days of employment.

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) Where an employee is required to work on a General Holiday, being one of those holidays more particularly enumerated above, he/she shall be paid at the rate of double the employee's regular hourly rate of pay for each hour worked by him on that holiday, or, he/she may take an alternative day off work.
- (d) Under no circumstances will the cemetery be closed for more than two (2) days at any one time. Saturday and Holiday work may be required by the Employer.
- (e) An employee shall be paid for each General Holiday even if it falls on his/her weekly days off, Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Layoff, Sick Leave or any other authorized leave of absence. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he/she chooses.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he/she shall be paid in full for all monies owing him on the date of his/her discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) An employee is considered a probationary employee during the first ninety (90) days of employment. An employee can be discharged for any reason during this period subject to the Grievance Procedure. After such probationary period an employee's seniority shall date from the employee's date of hire.
- (d) Layoff and recall shall be based on seniority, and the ability to do the job, the last hired shall be the first laid off and the last laid off shall be the first recalled.

- (e) Seniority shall be lost and employment terminated if an employee:
 - (i) Voluntarily leaves the employ of the Employer; or
 - (ii) Is discharged for cause; or
 - (iii) After a layoff, fails to report for work for three (3) working days after being recalled by telephone and registered letter; or
 - (iv) Is absent without leave for five (5) working days without legitimate reason; or
 - (v) Is on continuous layoff for six (6) months; or
 - (vi) Is unfit to work after one year's absence. This shall not apply when an employee has been off on Workers' Compensation.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall work eight (8) hours per day or forty (40) hours per week Monday to Friday or Tuesday to Saturday as scheduled by the property manager. Day shift normally begins at 8:00 a.m. and ends at 4:30 p.m.
- (b) Any time worked in excess of eight hours per day or forty (40) hours per week shall be paid at the rate of one and one-half times the regular pay. Any time worked in excess of ten (10) hours per day or forty-eight (48) hours per week shall be paid at double times the regular rate.
- (c) All time worked on Sunday shall be paid at the rate of double time (2x) with a minimum of four (4) hours pay at double time (2x).
- (d) Notwithstanding (a) above, the Employer reserves the right for any new full-time Grounds Person positions created after February 1st, 2006 to be hired on a Saturday to Wednesday shift. As each new Saturday to Wednesday shift is created, one position will be removed from the rotation to become a Monday to Friday shift, shall be offered to the employees by seniority. If the employee's regular schedule includes Sunday as a working day, then Article 21(c) will not apply.
- (e) All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time.
- (f) Overtime will be distributed equally amongst those full-time employees qualified to do such work. If a full-time employee refuses the available overtime work it shall be considered overtime worked for the purposes of equal distribution. If no qualified employee volunteers for overtime work the junior qualified employee including seasonal employees shall be required to do the work.
- (g) All employees working with tools shall be allowed sufficient time during working hours to return tools,

parts, etc. to the Stores or Crib before the end of each shift.

- (h) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he/she would require a longer washup period to get clean), such employee shall receive a paid five (5) minute washup period.
- (i) The Employer agrees to negotiate shift differentials and rotations with the Union if the Employer chooses to implement any shifts other than the present day shift.

22. BANKING OF OVERTIME

Full-time employees may bank overtime hours worked to a maximum of sixty four (64) hours during the Employer's fiscal year. Notice to management must be provided at least two (2) weeks in advance of the time to be taken. Management will allow time off if not more than a total of thirty percent (30%) of full-time employees are scheduled to take their banked time and/or vacation at that same time. Accumulated banked hours for the period November 1st of the proceeding year to October 15th will be paid before the end of the Employer's fiscal year, or these hours can be paid on the first pay following November 30th.

23. LUNCH AND REST PERIODS

- (a) If possible no employee shall work longer than four (4) hours without one-half ($\frac{1}{2}$) hour off during the regular daily shift, exclusive of rest breaks. This half hour shall be uninterrupted.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his/her daily shift. The time for said breaks to be determined by Management. However, such breaks shall not be scheduled earlier than one and one-half ($1\frac{1}{2}$) hours from the commencement of each half of an employee's work shift.
- (c) An employees' lunch room with a refrigerator shall be provided.

24. COMPENSATION COVERAGE

When an employee goes on Compensation, he/she shall, when the Compensation Board signifies that he/she may go to work, and subject to his/her fitness for work, be returned to the payroll at his/her previous job and applicable rate of pay.

25. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section 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 Article or Section 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, upon the request of either party, for the purpose of arriving at a mutually satisfactory

replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

26. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours.

27. SANITARY FACILITIES, ETC.

The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

28. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each truck. First-aid kit supplies to be readily available. An eye wash kit to be supplied.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his/her shift, the employee shall report directly to his/her Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

29. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including January 25th, 2006 to and including January 24th, 2009. Either party to this Agreement may, within four months immediately preceding January 24th 2009, give to the other party written notice to commence collective bargaining.
- (b) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the *Labour Relations Code*, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of Sub-sections 2 and 3 of Section 50 of the *Labour Relations Code* is specifically excluded from operation in this Agreement.

30. HEALTH AND WELFARE PLAN

- 2) Immediately upon hiring all full-time employees shall be covered and have one hundred percent (100%) of their B.C. Medical premiums paid.
- 3) The Employer agrees to pay one hundred percent (100%) of the premium cost for the following flexible benefits

supplied by an insurance company:

- a) Group Life Insurance Plan - 1x salary
 - b) Long Term Disability - at 50% of salary
Employees can increase their L.T.D. coverage to either sixty percent (60%) or sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of their salary and would be responsible for the cost difference between the fifty percent (50%) Employer paid coverage and the optional amount they selected.
- 4) The full-time employees are also provided with the following flexible benefits supplied by an insurance company and premiums for these plans are on a cost sharing basis:
- a) Extended Health Care Plan;
 - b) Dental Plan;
If an employee opts out of health or dental coverage, the Employer's share of the premiums will be provided to the employee in a Health Spending Account.
- 5) Full-time employees have the option of participating in the following flexible benefits. Premiums for these options are one hundred percent (100%) paid by the employee:
- a) Optional Employee Life Insurance;
 - b) Spousal Life Insurance;
 - c) Dependent Life Insurance;
 - d) A.D. & D. Insurance.
- 5) The Arbor Memorial Services Employee's Pension Plan as outlined in the Pension Plan document is mandatory to join on the first of the month following one (1) year's service if over age twenty-five (25). Employees under the age of twenty-five (25) can join the plan on a voluntary basis. The contribution not to exceed six percent (6%) will be shared equally by the employees and the Employer.
- 6) The Employer will provide the coverage for the Short Term Sick Plan but all other coverages are provided through various insurance companies.
- 7) The parties agree that prior to any changes being implemented to the health and welfare programs that there will be consultation, discussion and agreement with the Union to ensure that any benefits provided are not of lesser value than the existing coverages.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

No employee shall use his/her car on Employer business.

33. MEDICAL EXAMINATIONS

Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense. The purpose of the medical examination will be to determine the workers' fitness and physical limitations as pertaining to the job.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination he/she shall be paid for the time involved at his/her regular rate of pay.

34. EQUIPMENT MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any equipment that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) A form shall be supplied on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Such equipment shall not be operated until the defects have been rectified.
- (d) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (e) If a driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay the employee's legal fees and loss of wages.

35. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendices "A" and "B" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his/her day's work until his/her shift is

finalized.

- (c) When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury or illness, he/she shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay for that day.
- (e) When an employee is temporarily removed from his/her regular work he/she shall be paid his/her regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his/her regular rate.

36. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

37. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the first (1st) day of February 2001.

38. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

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.

39. INSURANCE

The Employer will provide insurance against loss from theft arising by reason of the Employer's negligence or loss from fire of the employee's personal belongings should such loss occur from the Employer's premises, to a maximum of two hundred dollars (\$200.00).

40. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

41. MINIMUM STANDARDS

- (a) It is intended that the provisions contained in the *Employment Standards Act and Regulations (Act)*, presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, then the provision contained in the Act shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.
- (d) In the event a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

42. RETROACTIVE PAY

The Employer agrees that the wage rate and benefits with the exception of the Health and Welfare Plan, effective as of January 25th, 2006, shall be paid retroactively to each person from that date for all hours paid subsequent to January 24th, 2006.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

WAGE RATES

	RATES PER HOUR		
	Jan 25/06	Jan 25/07	Jan 25/08
Grounds Person			
Less than 10 months	\$18.89	\$19.46	\$20.04
10 - 24 months	\$20.67	\$21.29	\$21.93
Thereafter	\$24.49	\$25.22	\$25.98
Full-time Gardener			
Less than 10 months	\$19.42	\$20.00	\$20.60
10 - 24 months	\$20.76	\$21.38	\$22.02
Thereafter	\$24.49	\$25.22	\$25.98
Working Foreman	\$25.57	\$26.34	\$27.13

Disinterment payments shall be paid to bargaining unit employees only.

Employees shall only have to work in the crematorium by mutual agreement.

APPENDIX "B"

**SEASONAL EMPLOYEES
AND
WAGE RATES**

SEASONAL EMPLOYEES

A Seasonal Employee is an employee who works for up to eight months per year between March 1st and November 1st. Such employee is advised of his/her seasonal status and the applicable rate of pay at the time of hire. Specific job responsibilities for a seasonal employee include the duties outlined in the job descriptions attached in Appendix "C". In an emergency situation seasonal employees can be recalled during their time of lay-off.

The following Articles within this Agreement shall not apply to a Seasonal Employee:

Article 5 - (a), (b), (c) and (f)
Article 17
Article 20 - (d) This shall be subject to the
Grievance Procedure.
Article 30
Article 35 - (e)

VACATIONS

Seasonal Employees with up to three years cumulative service shall be paid a vacation allowance calculated at four percent (4%) of earnings.

Cumulative service thereafter at six percent (6%).

Seasonal employment shall be considered time worked and shall accumulate for the purpose of vacation entitlements once a seasonal employee becomes full time.

HEALTH PLAN

A Seasonal Employee shall be covered by the British Columbia Medical Plan, after three (3) months continuous employment.

The Employer will reimburse the Seasonal Employee the full premium of the above plan.

Upon completion of seven (7) months service and during a seasonal employee's second season he/she will be eligible to participate in the Employer's flexible benefit program as outlined in the group insurance handbook with the exception of Long Term Disability. The Employer will pay one hundred percent (100%) of the premiums for the life insurance and provide flex credits to put towards the cost of the Extended Health Care and Dental Plan. Any other flexible benefits selected are one hundred percent (100%) paid by the employee.

APPENDIX "B" - CONTINUED

SEASONAL EMPLOYEES

RATES PER HOUR

	EFFECTIVE JAN 25/06	EFFECTIVE JAN 25/07	EFFECTIVE JAN 25/08
Probationary 0 - 90 days	\$13.40	\$13.80	\$14.21
90 days - 10 months	\$14.67	\$15.11	\$15.56
Thereafter	\$17.46	\$17.98	\$18.52

Service with the Employer shall be cumulative.

A seasonal employee working on Saturday or Sunday or without a full-time employee present Monday to Friday will be paid the applicable full-time rate based on accumulated service for the following responsibilities:

- (i) operating a backhoe for interments
- (ii) grave set-up - laying of planks and plywood for a full-size interment and dressing the grave for service
- (iii) closing the grave which includes removing the set-up boards and lowering device, lowering the lid on to the outer container, covering the grave using the front end loader, applying the sod and tidying up the general area
- (iv) major equipment repairs specifically assigned by management

Under no circumstances shall a seasonal employee's pay rate be lowered upon becoming a full time employee.

SEVERANCE PAY

Notwithstanding Article 15, severance pay for seasonal employees shall be according to the *Employment Standards Act*.-

LAY-OFF NOTICE

Seasonal employees will be advised at the time of hire of their lay-off date. No additional notice of lay-off will be required. The Employer may extend an employee's lay-off date by mutual

agreement with the employee.

The Employer shall provide seasonal employees with their separation papers within seven days of their last day of work or sooner if legislation requires an earlier date.

APPENDIX "C"

SEASONAL PROPERTY MANAGEMENT EMPLOYEE JOB DESCRIPTION
AND GARDENER JOB DESCRIPTION

JOB TITLE: SEASONAL PROPERTY MANAGEMENT EMPLOYEE

REPORTS TO: Property Manager/Foreman

GRADE: 3

OBJECTIVE: To assist in the beautification of the cemetery while adhering to all safety policies and programs. Ensures that each cemetery visitor is satisfied - promptly, courteously and fairly.

SUMMARY: Under the direction of the Property Manager/Foreman, and following the Employer's policies and procedures, performs the following duties: grooms the grass, controls weeds and insects, waters plant material, disposes of refuse and performs maintenance duties.

WORK PERFORMED:

1. Grooms the lawn on riding lawn mower, use push mower to cut grass in hard to reach areas; lay sod as required.
2. Trim grass around fence lines and trees; remove weeds; trim and maintain area around memorials.
3. Water new plants and sod to ensure survival.
4. Remove garbage and dead plant material from the property; separate material and garbage for composting purposes.
5. Clean and maintain cemetery buildings; sweep, vacuum and dust areas; maintain roads; paint equipment and building as required.
6. If assigned, assists the property management staff in marker installation and dispositions.
7. Performs other duties as required.

JOB TITLE: GARDENER (full time)

REPORTS TO: Property Manager

GRADE: 3

OBJECTIVE: To assist in the beautification of the cemetery while adhering to all safety programs and policies. To ensure that the needs of every cemetery visitor are satisfied promptly, courteously and fairly.

SUMMARY: Under the supervision of the Property Manager and with direction from the Foreman, and following the Employer's policies and procedures designs, plants, cultivates and maintains the horticultural elements of the cemetery grounds, including flowerbeds, trees, shrubs, hedges and some related garden features. This position will be responsible to supervise or direct small groups of seasonal employees.

QUALIFICATIONS: Valid driver's license
Diploma or certificate in horticulture
Valid pesticide license
WHMIS and Health and Safety training
Demonstrated ability to work as a productive member of a work team and to provide guidance and direction to other members of the work crew with regards to horticulture/gardening requirements and tasks

WORK PERFORMED:

1. Design feature flowerbeds and selects and orders required plan material.
2. Prepares flowerbeds for planting and plants perennials and annuals.
3. Maintains flowerbeds throughout the season. Cultivates, edges and waters flower beds, trees and shrubs. Removes weeds and dead plant materials. Implements chemical weed control program as required.
4. Clips, prunes and shapes trees, bushes and hedges as required.
5. Detects and sprays for insect infestation and brings to the attention of the Property Manager and also maintains fertilizer needs for trees, shrubs, lawns, and flower beds.
6. Divides and transplants perennial plants.
7. Prepares trees and shrubs for winter season including pruning and thinning as required.

8. Conducts thorough winter clean up of beds, trees and shrubs including removal of branches, leaves and dead plant material.

9. Maintains patio and walkways around funeral home, sales office and crematorium (cleaning up branches, pine needles, emptying ashtrays, salting when necessary and picking up tissues, etc.)

10. Stores and over winter seasonal plants to reduce replacement cost.

11. Other duties may be assigned as required.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: VALLEY VIEW MEMORIAL GARDENS LIMITED
14644 - 72nd Avenue
Surrey, B. C. V3S 2E7

(hereinafter referred to as the "Employer")

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B. C. V5T 1X3

(hereinafter referred to as the "Union")

The Employer may call-in seasonal employees during their time of layoff at straight time rates to work a shift that may be less than the shift hours stated in Article 21(a) of the Collective Agreement. A seasonal employee called in shall be guaranteed a minimum of four (4) hours pay at straight time rates.

This arrangement shall not interfere with overtime that would have been worked had full-time employees been given the opportunity. Accordingly, full-time employees shall be offered the overtime before a seasonal employee is called in under this arrangement.

It is agreed that this arrangement will be on a trial basis during the term of this Collective Agreement and will be reviewed upon the expiry of the Agreement.

DATED AT Vancouver, B. C. this _____ day of _____, 2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN: **VALLEY VIEW MEMORIAL GARDENS LIMITED,**
14644 - 72nd Avenue,
Surrey, B. C. V3S 2E7

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Article 13 - Job Posting and Crematorium Operator

Notwithstanding Article 13, when selecting an employee to fill the crematorium job, if qualifications of employees under consideration are relatively equal, preference shall be given to the employee with the greatest seniority.

The Employer shall notify bargaining unit members of the date of the required training course in the Vancouver area. Interested employees shall inform the Employer of their intention to attend the course. The Employer shall pay any costs associated with an employee's attendance at the course.

In addition, the Employer agrees to provide employees with the required amount of practical training in order to become a qualified crematorium operator.

DATED at Vancouver, British Columbia, this day of ,2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING NO. 3

BETWEEN: **VALLEY VIEW MEMORIAL GARDENS LIMITED,**
14644 - 72nd Avenue,
Surrey, B. C. V3S 2E7

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Sunday Crematorium Overtime

The Employer and the Union agree the employees listed below Todd McLaughlin, David Mills, Corey Coates, James Ballard will have the first right of refusal to any Sunday work in the crematorium. If none of these employees are available for this work it will be assigned to employees on the Saturday to Wednesday shift.

DATED at Vancouver, British Columbia, this day of ,2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN: **VALLEY VIEW MEMORIAL GARDENS LIMITED,**
14644 - 72nd Avenue,
Surrey, B. C. V3S 2E7

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Full-Time and Shift Rotation

The Employer and the Union agree to meet and mutually agree on a rotating shift. The employees will rotate in groups in as equal numbers as possible and the Employer will determine which employees will work in each group based upon the needs of the business.

DATED at Vancouver, British Columbia, this day of ,2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION
