

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MEMORIAL GARDENS CANADA LIMITED  
HATLEY MEMORIAL GARDENS**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**November 1<sup>st</sup>, 2006 - October 31<sup>st</sup>, 2010**

**DON McGILL  
Secretary-Treasurer**

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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 whoever 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.
- (d) The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

### **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. Group insurance coverage will continue during the first 60 days of a Leave of Absence providing the employee continues to pay their portion of the premiums.
- (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 from reporting to work. He will be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, for up to one (1) year. He 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 three (3) days for a husband, wife, mother, father, step-parents, children, sister, brother, mother and father-in-law and one (1) day for a sister and brother-in-law, grandparents and grandchildren.
- (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. In cases where an employee is unsuccessful in being excused from jury duty and it goes beyond fifteen (15) days the employee shall be paid for all time lost due to jury duty. Once an employee is released from jury or witness duty, he shall be returned to the job classification and pay rate he 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 endorsement 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) where the leave exceeds six (6) months and (c) above where accumulation does not apply.

## 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, 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) A Shop Steward 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 full-time employees, free of charge, with the following:
  - (i) On completion of the probationary period a minimum of one (1) pair of coveralls or one (1) uniform each week. Suitable coveralls will be supplied to specific jobs for cool weather.
  - (ii) The Employer shall supply three (3) summer style shirts or T-shirts to full time employees and two (2) summer style shirts or T-shirts to seasonal employees.
  - (iii) The Employer shall supply jackets once every two (2) years where required to full time staff.
  - (iv) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
  - (v) 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, and an employee may be required to pay the cost of any rainwear lost or damaged through the employee's negligence. 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.
  - (vi) Protective clothing, including leather and rubber gloves, shall be supplied by the Employer for grave removal at no cost to the employee.
  - (vii) The Employer shall pay full-time employees up to one hundred and fifty dollars (\$150.00) for the purchase of safety boots in each Agreement year upon presentation of a receipt.

**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 Labour Relations Code 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 or her rights under the Provincial Labour Statutes.

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

**STEP I** The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his 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 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 would have enjoyed if the discharge, suspension or lay off had not taken place;
  - (iii) any other powers or authority as stated in the Industrials 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 discharge or suspension, shall be given by the Employer, in writing, the reasons for his 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 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, except the Working Foreman where qualifications shall be considered.

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

- (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 twelve (12) months.
- (c) The Employer will pay employees a bonus at time of retirement in recognition of the years of service to the Company.

Employees with ten (10) years or less of service will receive a bonus of two hundred and fifty dollars (\$250.00).

Employees with more than ten (10) years of service will receive a bonus of five hundred dollars (\$500.00).

**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.

**17. ANNUAL VACATIONS**

- (a) No later than February 1<sup>st</sup> 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 or her vacations on such list at a time same is desired and such request must be completed by March 1<sup>st</sup> of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

By mutual agreement, employees may take their vacations in one (1) unbroken period or split them up. If employees so choose, their vacations must be given between May 15<sup>th</sup> and September 1<sup>st</sup> each year.

- (b) The calendar year shall be used to calculate an employee's vacation entitlement and payment.
- (c) Not more than thirty percent (30%) of employees in the bargaining unit shall take their annual holidays 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 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 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 regular pay rate.
- (h) Each employee with sixteen (16) years or more continuous service shall receive a vacation of five (5) weeks with pay at his regular pay rate.
- (i) Each employee with:
  - Equal to or more than twenty (20) years but less than twenty-one (21) years shall receive a vacation of five (5) weeks and one (1) day with pay at his regular pay rate.
  - Equal to or more than twenty-one (21) years but less than twenty-two (22) years shall receive a vacation of five (5) weeks and two (2) days with pay at his regular pay rate.
  - Equal to or more than twenty-two (22) years but less than twenty-three (23) years shall receive a vacation of five (5) weeks and three (3) days with pay at his regular pay rate.
  - Equal to or more than twenty-three (23) years but less than twenty-four (24) years shall receive a vacation of five (5) weeks and four (4) days with pay at his regular pay rate.
  - Equal to or more than twenty-four (24) years shall receive a vacation of six (6) weeks with pay at his 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 shall not accumulate from year to 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 would normally be entitled to:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	B.C. Day	Remembrance Day
Victoria Day	Labour Day	Christmas 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) All employees who maintain seniority shall be entitled to two (2) floating Holidays with pay to be taken at a time mutually agreed to between the Employer and the employee.
- (c) 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 in lieu of one (1) float day.
- (d) Where an employee is required to work on a General Holiday, being one of those holidays more particularly enumerated above, he 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 may take an alternative day off work.
- (e) Under no circumstances will the Cemetery be closed for more than two (2) days at any one time. Holiday work may be required by the Employer. A roster shall be posted and prepared in advance at least every three (3) months, listing a stand-by crew for Holiday work.
- (f) An employee shall be paid for each General Holiday even if it falls on his 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 chooses.

**19. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his 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 by June 30th of each year, 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 personally by telephone, or
  - (iv) Is absent without leave for three (3) 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 each day exclusive of a half (½) hour off for lunch.  
The work week shall be Monday through Saturday inclusive during which time the employee shall normally work forty (40) hours in a five (5) day week, either Monday through Friday or Tuesday through Saturday.  
Day shift normally begins at 8:00 a.m. and ends at 4:30 p.m.
- (b) Any time worked in excess of eight (8) hours per day or forty (40) hours in a week Monday through Saturday inclusive shall be paid at one and one-half (1½) times the rate of pay. Any time worked in excess of ten (10) hours per

day or forty-eight (48) hours in a week Monday to Saturday inclusive shall be paid at two times the regular rate.

- (c) All time worked on Sunday shall be paid at the rate of double the employee's regular wage.
- (d) Work weeks shall be scheduled and posted on the Notice Board in advance showing the days of work.
- (e) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those employees concerned who normally perform such work.
- (f) All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the Maintenance Building before the end of each shift.
- (g) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he would require a longer washup period to get clean), such employee shall receive a paid five (5) minute washup period.
- (h) If overtime is necessary, all employees, based on their seniority, shall be given the opportunity to work and if no employee(s) volunteers, the least senior employee(s) capable of doing the work shall be required to do the work.
- (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 shifts.
- (j) Full-time employees may bank overtime hours worked to a maximum of forty (40) hours during the Company's fiscal year (November 1<sup>st</sup> to October 31<sup>st</sup>). 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 no 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. All accumulated banked hours for the period of November 1<sup>st</sup> of the proceeding year to October 15<sup>th</sup> will be taken or paid before the end of the company's fiscal year.

## **22. 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 ten (10) minute break in each half of his 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.

### **23. COMPENSATION COVERAGE**

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

### **24. 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.

### **25. INSPECTION PRIVILEGES**

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

### **26. 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.

### **27. 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 shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

## **28. DURATION OF AGREEMENT**

- (a) This Agreement shall be for the period from and including November 1<sup>st</sup>, 2006 to and including October 31<sup>st</sup>, 2010. Either party to this Agreement may, within four (4) months immediately preceding October 31<sup>st</sup>, 2010, 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 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-section 2 and 3 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

## **29. HEALTH AND WELFARE PLAN**

All full time employees shall be covered for the following Benefits:

- 5) Immediately upon hiring, all full-time employees shall be covered and have one hundred percent (100%) of their B.C. medical premiums paid.
- 6) The Company 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 LTD 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%) Company paid coverage and the optional amount they selected.
- 3) 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 (including Vision care except Core Plan)
- (b) Dental Plan

The Company will contribute a minimum per month of \$40.50 to family extended health, \$20.00 to single extended health, \$35.00 to family dental and \$19.30 to single dental. (If flex credits are increased by the company then the employees will be entitled to that increase)

If an employee opts out of health and/or dental coverage, the Company's share of the premiums will be provided to the employee in a Health Spending Account.

- 4) 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) AD&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 Company.
- 6) The Company 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.

### **30. 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.

### **31. TRANSPORTATION**

Employees will not be required to use their personal vehicle to carry out business of Hatley Memorial Gardens. However, when an employee consents to occasionally use their personal vehicle to travel outside the property on company business they shall be reimbursed at the current company rate per kilometer.

**32. 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 shall be paid for the time involved at his regular rate of pay.

**33. 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. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.

**34. 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 day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he 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 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 regular work he shall be paid his 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 regular rate.

**35. PAID ELECTION TIME OFF**

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

**36. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

**37. 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.

**38. 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).

**39. 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.

**40. 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.

**41. RETROACTIVE PAY**

The Employer agrees that the wage rate and benefits with the exception of the Health and Welfare Plan, effective as of November 1<sup>st</sup>, 2006, shall be paid retroactively to each person from that date for all hours paid subsequent to October 31<sup>st</sup>, 2006.

**42. 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 (15<sup>th</sup>) day of the month following that to which they refer. The above contributions shall commence on the 1<sup>st</sup> day of January, 1999.

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 \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**APPENDIX "A"**

**WAGE RATES**

**RATES PER HOUR**

<b>CLASSIFICATION</b>	<b>EFFECTIVE NOVEMBER 1/06</b>	<b>EFFECTIVE NOVEMBER 1/07</b>	<b>EFFECTIVE NOVEMBER 1/08</b>	<b>EFFECTIVE NOVEMBER 1/09</b>
Full-Time				
Less than 10 months	\$15.70	\$16.17	\$16.66	\$17.33
10 - 24 months	\$18.00	\$18.54	\$19.10	\$19.86
Thereafter	\$22.63	\$23.31	\$24.01	\$24.97
Working Foreman	\$23.21	\$23.91	\$24.63	\$25.62

An employee shall be paid \$10.00 per funeral when acting as a pallbearer in addition to his/her regular pay. Full-time employees will pool this premium to be divided equally among the Full-time bargaining unit staff at the end of the fiscal year October 31<sup>st</sup> each year.

## **APPENDIX "B"**

### **SEASONAL EMPLOYEES AND WAGE RATES**

#### **SEASONAL EMPLOYEES**

A seasonal employee is an employee who works for up to eight (8) months per year between March 1<sup>st</sup> and November 1<sup>st</sup>. Such employee is advised of his seasonal status and the applicable rate at the time of hire. Specific job responsibilities for a seasonal employee include the duties outlined in the job description attached in Appendix "C". In an emergency situation seasonal employees can be recalled during their time of lay-off.

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

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

Article 5 - (a), (b), (c) and (f)

Article 15

Article 17

Article 18 (b)

Article 20 - (d)

Article 29

Article 34 - (e)

#### **SAFETY BOOT ALLOWANCE**

The Employer shall pay a safety boot allowance of up to one hundred and twenty-five dollars (\$125.00), upon presentation of a receipt, to Seasonal Employees in their second season of employment provided the employees have completed their ninety (90) day probationary period.

#### **VACATIONS**

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

Cumulative service thereafter at six percent (6%).

#### **HEALTH PLAN**

- (a) 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.

- (b) Upon completion of seven (7) month's service and during a seasonal employee's second season of employment, he/she will be eligible to participate in the Company's flexible benefit program as outlined in the group insurance handbook with the exception of Long Term Disability. The Company will pay one hundred percent (100%) of the premiums for the life insurance and provide flex credits with a monthly minimum amount of \$20.00 for single and \$40.50 for family coverage to put towards the cost of the Extended Health Care Plan including vision care (except the Core Plan) and \$19.30 for single and \$35.00 for family coverage to put towards the Dental Plan. If flex credits are increased by the Company then the employees will be entitled to that increase. Any other flexible benefits selected are one hundred percent (100%) paid by the employee.

**SEASONAL EMPLOYEES**

**RATES PER HOUR**

<b>CLASSIFICATION</b>	<b>EFFECTIVE NOVEMBER 1/06</b>	<b>EFFECTIVE NOVEMBER 1/07</b>	<b>EFFECTIVE NOVEMBER 1/08</b>	<b>EFFECTIVE NOVEMBER 1/09</b>
Probationary (0 - 90 days)	\$11.94	\$12.30	\$12.67	\$13.18
Thereafter	\$14.57	\$15.01	\$15.46	\$16.08

Service with the Employer shall be cumulative.

Seasonal employees shall be paid the applicable Appendix "A" full-time rate based on accumulated service for performing traditional burials as follows:

- Opening of the site - 2 hours at full-time rate
- Closing of the site - 1 hour at full-time rate

Seasonal Employees will be paid as the situation occurs ten dollars (\$10.00) per funeral when acting as a casket bearer in addition to his/her regular pay.

**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 their lay-off date. No additional notice of lay-off will be required. The Company may extend an employee's lay-off date by mutual agreement with the employee.

If a full-time employee is absent due to short term sick leave, leave of absence, long term disability or Worker's Compensation the seasonal employee covering for that absent full-time employee will be paid the applicable full-time rate based on accumulated service.

## APPENDIX "C"

### SEASONAL PROPERTY MANAGEMENT EMPLOYEE JOB DESCRIPTION

**JOB TITLE:** SEASONAL PROPERTY MANAGEMENT EMPLOYEE

**REPORTS TO:** Property Manager/Assistant Property Manager

**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 Assistant Property Manager/Property Manager, and following Company 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 no full-time employee available, assists the property management staff in marker installation and dispositions.
7. Performs other duties as required.

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: MEMORIAL GARDENS CANADA LIMITED**  
**Hatley Memorial Gardens**  
2050 Sooke Road,  
Victoria, B. C. V9B 1W3

(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 PROPERTY EMPLOYEE INCENTIVE PLAN**

**Criteria:**

This incentive plan has been developed to pay individuals for their performance on a group basis. A group plan has been designed to benefit all members of the group equally, for the success of the team. The objective of this is to encourage the group to work as a team, and to reward groups who are performing at the highest company standards. The maximum group benefit will be \$1,000.00 per full-time employee. This can be achieved by complying to the following guidelines for Interpersonal Relations, Health and Safety, Service and Image, and Productivity and Innovation.

**Interpersonal relations (team work) \$250.00**

Good relations are consistently maintained with co-workers (property, funeral, administration and sales), and with the general public. If constant unrest exists, and it is determined that the employees are being unreasonable, no monies will be paid in this area.

**Health and Safety \$250.00**

Employees adhere fully and willingly to the Health and Safety program with no injuries sustained as a result of improper or careless procedures, and never lack the use of personal protective equipment.

**Productivity and Innovation \$250.00**

Employees should contribute ideas that will create cost savings and productivity improvement. To receive this portion of the bonus, the group must give specific examples of methods and ideas that have been implemented to reduce costs.

(Over the next twelve months all employees will be introduced to the productivity analysis which tracks the productivity of each branch and compares the results on a national basis. This will become an integral tool in evaluating branch productivity in future years.)

**Image and Service \$250.00**

To meet the needs of this ever-changing service industry, a professional work attitude must be maintained. All employees must consistently report to work prepared to represent Arbor in a professional manner. Truly committed employees are willing to give exceptional service to our internal and external customers. To receive this portion of the bonus, each person must be able to give specific examples of the exceptional service they have provided within the previous twelve months.

**Conditions:**

Company Performance:

The Company (Arbor Memorial Services Inc.) must be performing at 90% of its projected budget in order for any employee to qualify for payment of the incentive.

This incentive is available to all full-time employees. To qualify for remuneration, employees must be employed on a full-time basis for the entire fiscal year, Nov. 1 through Oct. 31. Any employee who discontinues their employment with Arbor for any reason, will not be eligible for payment of the bonus.

The success of the group will be determined by the Property Manager, Regional Property Manager, Director of Properties, and Vice President, Operations.

This is the 1997 employee incentive plan. It will continue to be modified and improved in future years to better meet the needs of Arbor and its employees.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**           **MEMORIAL GARDENS CANADA LIMITED**  
**Hatley Memorial Gardens**  
2050 Sooke Road,  
Victoria, B. C. V9B 1W3

(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: Signing Bonus**

The parties agree to the following one time signing bonus upon ratification of this agreement.

All Full-time employees	\$400.00
Seasonal Employees active on date of ratification	\$175.00

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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