

# **COLLECTIVE AGREEMENT**

**between the**

**BROOKFIELD/LEPAGE JOHNSON CONTROLS -  
WORKPLACE SOLUTIONS, INC.  
(BLJC-WSI)**



**and the**

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



**Effective from May 1, 2008 to April 30, 2012**

**13734 (02)**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*Bargaining Unit*" - is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 18, 1977, and includes all the team members at Brookfield/LePage Johnson-Workplace Solutions Inc. (BLJC-WSI) as agreed between the parties from time to time and currently outlined in Appendix 1 of this Agreement.
- (2) "*Basic Pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.
  - (a) "*Grandfather*" - means when a team member is transferred to a lower classification through no fault of their own, the company will continue to administer their salary at their current classification and future wage increases.
- (3) "*Child*" - is deemed to include a ward of the Superintendent of Children and Families Services, or a dependent who is under the age of majority, or an adult who is physically and/or mentally disabled and dependent on their parents.
- (4) "*Classification*" - means the category of work that the Team Member performs.
- (5) "*Common-law Spouse*" - includes same sex and opposite sex individuals where the team member has signed a declaration or affidavit that they have been living in a common-law relationship or has been cohabiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the team member has claimed the common-law spouse's child/children for taxation purposes.
- (6) "*Continuous Employment*" - includes uninterrupted employment in (WSI), including any past service previously earned at the time of transfer to WSI.
- (7) "*Company*" - means Brookfield LePage Johnson Controls - Workplace Solutions Inc. (BLJC-WSI).
- (8) "*Day of Rest*" - means a day other than a holiday on which a team member is not ordinarily required to perform the duties of their position. This does not include team members on a leave of absence.
- (9) "*Demotion*" - means a change from a team member's position to one with a lower maximum salary.
- (10) "*Dismissal*" - means the separation of a team member from the Company for just cause, pursuant to Articles 10 and 11.
- (11) "*Employee*" - is a person employed by the company who is a member of the bargaining unit. For the purposes of this Agreement employees are referred to as team members.
  - (a) "*Regular Team Member*" - meaning a team member who is employed for work which is of a continuous full-time or continuous part-time nature.
  - (b) "*Temporary Team Member*" - means a team member who is employed for less than 180 days:
    - (1) Seasonal positions;
    - (2) Positions created to carry out special projects or work which is not continuous;



- (c) "Team member" - does not include:
- (1) Persons excluded by Section 1 of the *Labour Relations Code* of British Columbia;
  - (2) Incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;
- (12) "Field Status" - team members who do not have a regular work location.
- (a) "Dedicated Status" - team members who do have a regular work location
- (13) "First Nations" - for the purpose of this Agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial or federal governments.
- (14) "Geographic Location" - is an area where a team member normally performs their duties.
- (15) "Holiday" - means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
- (16) "Hours of Operation" - are the hours established by the Company to provide appropriate levels of client service and to fulfil the functions of the work unit.
- (17) "Hours Travelled" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Company and does not include meal breaks, lodging time or time spent other than travelling.
- (18) "Joint Committee" - is the Union/Management Committee constituted in accordance with Article 7.
- (19) "Lateral Transfer" - refers to the movement of a team member from one position to another which does not constitute a demotion or promotion.
- (20) "Layoff" - includes a cessation of employment, or elimination of job resulting from a reduction of the amount of work required to be done by the Company, a reorganization, program termination, closure or other material change in organization, and where work should become available, team members will be recalled in accordance with Article 13 - Layoff and Recall.
- (21) "Leave of Absence with Pay" - means to be absent from duty with permission and with pay.
- (22) "Leave of Absence without Pay" - means to be absent from duty with permission but without pay.
- (23) "Modified Workweek" - is the reduction in the number of scheduled days of work in a work schedule which is compensated for by the extension of the daily hours of work so that the team member's time worked remains constant.
- (24) "Regular Work Location" - is where a dedicated status team member normally performs their duties.
- (25) "Probation Period" - for a team member is the six (6) month period immediately following their appointment to the Company.
- (26) "Promotion" - means a change from a team member's position to one of a higher classification.
- (27) "Relocation" - refers to the move of a team member from one geographic location to another.
- (28) "Resignation" - means a voluntary notice by the team member that they are terminating their service on the date specified.

- (29) "*Rest Period*" - is a paid fifteen (15) minute period in order to provide the team member a break.
- (30) "*Shift Schedule*" - is the pattern of work hours established to meet the hours of operation.
- (31) "*Spouse*" - includes husband, wife and common-law spouse.
- (32) "*Travel Status*" - means travelling on company approved business outside of their geographic location.
- (33) "*Union*" - means the B.C. Government and Service Employees' Union, as certified on October 18, 1977 by the Labour Relations Board of British Columbia.
- (34) "*Workday*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.
- (35) "*Facility Management Zone*" - territory containing a group of buildings that BLJC-WSI manages.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to secure for the Company, the Union and the team members the full benefits of collective bargaining and to attempt to ensure the safety and physical welfare of the team members, efficiency of operations, and protection of property. The Company and the Union agree to abide by the terms set out in this Agreement. The Union agrees that it will instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Company, or on behalf of the Company, this Agreement shall take precedence over the said regulation.

### 1.4 No Interruption of Work

It is agreed that there shall be no strike, walkout or other interruption of work by any team member during the period of this Collective Agreement. It is further agreed that there shall be no lockout by the Company during the period of this Collective Agreement.

### 1.5 Collective Agreement

- (a) This Collective Agreement will be the principal agreement under which all negotiable items are bargained.
- (b) Appendices to this Collective Agreement shall be subject to the provisions of this Agreement and shall not contradict, nullify or alter any term contained in this Agreement.

### 1.6 Singular and Plural

Wherever the singular is used the same shall be construed as meaning the plural if the context requires, unless otherwise specifically stated.

### 1.7 Human Rights Act and Pay Equity

The Company subscribes to concept and principals of an equal opportunity employer and pay equity.

The Company shall not discriminate between male and female team members by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### 1.8 Workplace Harassment under the Human Rights Act

#### (a) Purpose

The Company and the Union are committed to treating all individuals with fairness, dignity and respect. The parties recognize the benefits derived from a work environment which is free from harassment and agree to foster and promote such an environment.

Retaliation against any person for reporting workplace harassment or participating in an investigation will not be tolerated. Team members are encouraged to report incidents without fear of reprisal.

The Company's Guidelines/Procedures on Preventing Workplace Harassment is intended to be compatible with relevant articles of the Collective Agreement. Where bargaining unit members are involved, the Collective Agreement applies.

#### (b) Definition

(1) Workplace harassment is generally defined as conduct or comments, based on a prohibited ground of discrimination in the British Columbia *Human Rights Act*, which are unwelcome, unsolicited and offensive to the person when:

- (i) such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, or humiliation to another person or group;
- (ii) such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or uncomfortable work environment; or
- (iii) submission to or rejection of such conduct, either implicitly or explicitly is used as a basis for any employment-related decision (for example, matters of promotion, salary, job security or benefits affecting the team members).

Prohibited grounds of discrimination identified in the British Columbia *Human Rights Act* are race, colour, ancestry, place of origin, political belief, religion, marital or family status, physical or mental disability, sex, age (between 19 and 65), sexual orientation, and criminal or summary offence unrelated to employment.

(2) Workplace harassment may involve, but is not limited to, any team member at any level within the Company and may occur, for example:

- at any location where the business of the Company is being carried out, e.g., meeting rooms, offices, client or contractor worksites, training facilities, vehicles;
- at locations or in situations such as business travel or work-related social gatherings where the prohibited behaviour may have a subsequent impact on the work relationship, environment or performance;
- in person or over the telephone;
- in writing.

- (3) Workplace harassment may occur during one incident, over a series of incidents, or over a period of time.
- (4) Examples of Workplace Harassment:
- racial or ethnic slurs, including racially derogatory nicknames;
  - unwelcome, remarks or innuendo about a person's body, age, marital status, gender, ethnic/racial origin, religion, accent or disabilities;
  - practical jokes which cause awkwardness or embarrassment, endanger a team member's safety or negatively affect work performance;
  - persistent leering (looking), suggestive staring, or other obscene/offensive gestures;
  - unwanted and inappropriate physical contact, such as touching, kissing, patting, pinching or brushing up against a person;
  - inquiries or comments about a person's sex life or sexual preferences;
  - physical assault, including sexual assault;
  - misuse of authority toward another person which is based on factors relating to a prohibited ground of discrimination, e.g., unfair delegation or assignment of work or unwarranted transfer;
  - displaying of materials - printed materials, cartoons, graffiti, which are sexually explicit or degrading, racist, ethnic or religious in a derogatory manner;
  - patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect;
  - unwelcome sexually oriented remarks, invitations, jokes or requests, whether indirect or explicit.

Workplace harassment is not:

- actions occasioned through exercising, in good faith, the Company's managerial/supervisory rights and responsibilities;
- interactions or relationships based on mutual consent or normal social contact between team members;
- a hug welcomed by both people;
- good-natured joking, conversation and bantering which is mutually acceptable.

(c) *Procedures for Resolution of Harassment Complaints*

(1) *Informal*

The team member can seek information or obtain support for informal resolution from:

- an immediate supervisor,
- any union representative or steward,
- any company supervisory/management staff,
- any Human Resource representative, or
- any trained advisor(s)

The role of these contacts is to listen to the person's concerns or questions, review the circumstances, assist the person in understanding options available and facilitate action where appropriate. All discussions will be treated confidentially.

#### *Options*

The team member will determine the best course of action with assistance of the contact person. For example, the team member may:

- wish to discuss the issue directly with the person responsible for the behaviour with the option of support of the contact person, in order to arrive at a solution;
- consider the matter further and seek support services of the Employee and Family Assistance Program;
- request that the contact person meet with the person responsible for the behaviour and discuss the complaint;
- take no action at this time;
- file a formal complaint; or
- file a complaint under Section 8 of the *BC Human Rights Act*.

A team member may choose to file a complaint under Section 8 of the *BC Human Rights Act*; however, any internal Company process will cease as a team member is not entitled to duplication of process. In either event, a complaint of workplace harassment shall not be the basis of a grievance.

#### (2) *Formal*

(i) Team members wishing to make a formal complaint must do so in writing or by sworn statement within six (6) months of the latest alleged incidents. Such statement is to be submitted directly to the General Manager of Human Resources or the Manager, Human Resources Consulting. Formal complaints must be signed by the complainant. The statement should include details relating to the incident(s). Copies of all complaints shall be forwarded to the Union, either filed by a team member or against a team member. All complaints of this nature shall be treated in strict confidence by both the Union and the Company.

(ii) The time limits in this article on harassment may be altered by mutual consent of the parties and must be in writing.

(iii) The General Manager of Human Resources or the Manager, Human Resources Consulting will appoint an investigator(s) immediately to commence an investigation. The investigator(s) will be appointed in consultation with the Union. The investigation may be done jointly or by someone outside the Company. The investigator(s) will not have been involved in attempts to resolve the matter informally.

(iv) Within five (5) working days following the appointment of the investigator(s), an alleged offender shall be given written notice by the investigator(s) of the nature of a complaint under this policy and that an investigation will occur.

(v) The investigator(s) will conduct interviews with relevant parties to obtain information and clarify the details of the reported incident. The person against whom a complaint has been filed will be provided an opportunity to respond to the allegations. Both parties will have an opportunity to identify witnesses or others to be interviewed. In

conducting the investigation, the investigator(s) may interview others where appropriate. All interviews will be conducted in a confidential manner.

(vi) Team members are entitled to have a union representative or steward present during discussions or an investigation related to workplace harassment. The team member will be notified of the purpose of the interview in order that the team member may contact a union representative or steward.

(vii) The investigator(s) shall conduct the investigation and submit a written report to the General Manager of Human Resources or the Manager, Human Resources Consulting within thirty (30) working days of the initial filing of the complaint. This expeditious action is intended to avoid further unwarranted anxiety for all parties. The General Manager of Human Resources or the Manager, Human Resources Consulting shall, within ten (10) working days of receipt of the report give such orders as may be necessary to resolve the issue.

(viii) Pending determination of the complaint interim measures to separate the concerned parties shall be taken if deemed appropriate by the General Manager of Human Resources or the Manager, Human Resources Consulting. The person who filed the complaint will not be relocated without their agreement.

(ix) Complaints of harassment that are substantiated will result in action appropriate to the situation. If discipline is appropriate, action may range from warning to dismissal.

(x) In cases where harassment has been proven to have occurred, and disciplinary action is a transfer, it shall be the team member against whom the complaint has been substantiated who is transferred except where the complainant may be transferred with their consent.

(xi) Where the complaint is determined to be of a frivolous, vindictive or malicious intent, the Company may take action that is appropriate to the situation. Such action may be grieved pursuant to Article 8. Conduct based on mistakes, misunderstanding, or misinterpretations is not considered to be bad faith or malicious action.

(xii) Ongoing follow-up, monitoring, advice and support will be provided for both parties to a complaint.

(3) Where either party to the proceeding is not satisfied with the General Manager of Human Resources or the Manager, Human Resources Consulting' response, the complaint will, within thirty (30) days, be put before an adjudicator and their decision will be final and binding. The adjudicator shall have the right to:

- (i) dismiss the complaint;
- (ii) determine the appropriate level of discipline to be applied to the offender; and
- (iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(4) The parties shall mutually agree on an adjudicator chosen from the agreed-to list of adjudicators. If no mutual agreement can be reached within five (5) working days, the adjudicator shall be appointed by the Labour Relations Board.

(5) An alleged offender under this article shall not be entitled to grieve disciplinary action taken by the Company, which is consistent with the decision of the General Manager of Human Resources or the Manager, Human Resources Consulting or an adjudicator.

- (6) Disciplinary action taken by the Company which exceeds the recommendations of the General Manager of Human Resources or the Manager, Human Resources Consulting or the agreed to recommendations of the adjudicator may form the basis of a grievance which shall be filed directly at Step 3.
- (7) If the Company fails to act upon the agreed to recommendations of the adjudicator or the recommendations of the General Manager of Human Resources or the Manager, Human Resources Consulting or if the action taken by the Company is not consistent with the recommendations, the General Manager of Human Resources or the Manager, Human Resources Consulting' decision may be considered as not having been determinative of the complaint.
- (8) If the complaint is resolved through informal action, no formal records of the name of the complainant nor the specifics of the complaint will be retained.
- (9) If a formal complaint has been initiated which results in a finding that the complaint is substantiated, the outcome of the investigation, and any disciplinary action, will be recorded in the personnel file of the person against whom the complaint was laid.
- (10) Team members requiring more information regarding this article or the Company's Policy and Procedures should contact their Human Resource Representative or a union representative.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

The bargaining unit shall comprise those team members identified as included team members in Appendix 1. Such determination shall be in accordance with Section 1 of the *Labour Relations Code* of British Columbia. The parties further agree that cognizance shall be given to the type of organization and to the degree to which team members, at varying levels, are involved either in supervision or in the process of employer/ team member relations.

The guidelines for determining exclusions shall be:

- (a) position incumbents employed to exercise the functions and who do exercise the functions of a manager in the direction or control of team members, or
- (b) position incumbents employed in a confidential planning or advisory position in the development of management policy for the Company, or
- (c) position incumbents employed in a confidential capacity in matters relating to labour relations or personnel, or
- (d) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

Incumbents of new positions established by the Company shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement. Requests for exclusion will be in writing.

### 2.2 Bargaining Agent Recognition

The Company recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all team members to whom the certification issued by the Labour Relations Board on October 18, 1977 applies subject to Article 2.1.

### **2.3 Correspondence**

The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement shall be sent to the President of the Union or their designate.

The Company agrees that a copy of any correspondence between the Company and any team member in the bargaining unit covered by this Agreement and appendices pertaining to the interpretation or application of any clause in this Agreement and appendices shall be forwarded to the President of the Union or their designate.

### **2.4 No Other Agreement**

No team member covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives, which may conflict with the terms of this Agreement.

### **2.5 No Discrimination for Union Activity**

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

### **2.6 Recognition and Rights of Stewards**

The Company recognizes the Union's right to select stewards to represent team members. The Company and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

The Union agrees to provide the Company with a list of the team members designated as stewards for each jurisdictional area. A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature,
- (b) investigation of grievances and assisting any team member whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure,
- (c) supervision of ballot boxes and other related functions during ratification votes,
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees,
- (e) attending meetings called by Management.

### **2.7 Bulletin Boards**

The Company shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### **2.8 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Company at least one union shop card, for each of the Company's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.



## 2.9 Right to Refuse to Cross Picket Lines

All team members covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any team member failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Company's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off For Union Business

(a) *Without Pay* - Leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

(3) for up to two (2) team members who are representatives of the Union on a bargaining committee in addition to the four (4) team members permitted by (b) below, to attend meetings of the Bargaining Committee and to carry on negotiations with the Company's Bargaining Committee. The Union reserves the right to use up to three (3) additional persons for technical information or advice who shall also be covered by the provisions of this section;

(4) to team members called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board or the Human Rights Tribunal;

(5) to team members designated to sit as an observer on an interview panel excluding WSI.

(b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted to four (4) team members, in addition to the two (2) team members permitted by (a) (3) above, who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Company.

(c) To facilitate the administration of this article, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Company for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Company with reasonable notice, whenever possible, fourteen (14) days prior to the commencement of leave under this article. It is understood that team members granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Company agrees that any of the above leaves of absence shall not be unreasonably withheld.

## 2.11 Emergency Services

The parties recognize that in the event of a strike or lockout as defined in the *Labour Relations Code* of British Columbia situations may arise of an emergency nature. To this end, the Company and the Union will agree to provide services of an emergency nature.

## ARTICLE 3 - UNION SECURITY

All team members hired on or after October 18, 1977 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as a team member (subject only to the provisions of Section 17 of the *Labour Relations Code* of British Columbia).

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Company shall, as a condition of employment, deduct from the monthly wages or salary of each team member in the bargaining unit, whether or not the team member is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Company shall deduct from any team member who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the team member to the Union.
- (c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Company shall also provide a list of names as well as classifications of those team members from whose salaries such deductions have been made together with the amounts deducted from each team member.
- (e) Before the Company is obliged to deduct any amount under (a) above, the Union must advise the Company in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Company signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no team member organization other than the Union shall be permitted to have membership dues or other monies deducted by the Company from the pay of the team members in the bargaining unit.
- (g) The Company shall supply each team member, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the team member in the previous year. Such receipt shall be provided to the team member prior to March 1<sup>st</sup> of the succeeding year.

**ARTICLE 5 - COMPANY AND UNION SHALL ACQUAINT NEW TEAM MEMBERS**

The Company agrees to acquaint new team members with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new team member shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new team member, the team member's immediate supervisor will introduce him/her to their steward, who will provide the team member with a copy of the Collective Agreement. Where operational requirements permit, the Company agrees that a union steward will be given an opportunity to interview each new team member within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new team member with the benefits and duties of union membership and the team member's responsibilities and obligations to the Company and the Union.

These procedures will be established and followed throughout the Company.

The Union agrees to provide the Company with an updated list of stewards on a regular basis.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

The Union acknowledges that the management and directing of team members in the bargaining unit is retained by the Company except as this Agreement otherwise specifies.

The parties recognize the need for the Company to remain flexible in view of the competitive nature of the business in which the Company operates. In the spirit of cooperation, the Union agrees to discuss and,

if in agreement, assist in the introduction of new reorganized service structures including new methods of providing services necessitated by the changing demands of the business.

## **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

### **7.1 Representation**

No team member or group of team members shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. To implement this the Union shall supply the Company, annually, with the names of its officers and similarly, the Company shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.2 Union Representatives**

The Company recognizes the occasional requirement for a union staff representative, local chairpersons, component chairpersons, or members of the Provincial Executive, to meet with team members at their workplace in order to attend to union business.

Members of union staff shall, where possible, notify the local excluded Manager in advance of their intention and their purpose for entering and shall not interfere with the operation of the area of the Company concerned.

In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Company will make available to union representatives or stewards temporary use of an office or similar facility if available.

### **7.3 Technical Information**

The Company agrees to provide to the Union such information that is available relating to team members in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### **7.4 Labour Relations Meetings (Joint Advisory Committee)**

- (a) There shall be established for the Company a Joint Committee composed of members equal in number, represented by the Company and the Union. The minimum size of this committee shall be two (2) union representatives and two (2) company representatives, and the maximum size shall be four (4) union representatives and four (4) company representatives. Union representatives will be on leave of absence without loss of pay and shall be reimbursed for expenses by the Union. Notwithstanding the above the Employer and Union shall agree to the size of the Committee based on the circumstances.

This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees notwithstanding the above the expenses by the Union minutes shall be taken of all meetings and copies of such minutes shall be provided to the Company and the Union.

The Joint Committee shall meet at the request of either party at a mutually agreeable time and place. Team members shall not suffer any loss of basic pay for time spent on this committee. The Joint Committee may meet via conference call at the request of either party. Once a request has been made for a conference call, the parties shall endeavour to have it occur within ten (10) calendar days of the request being made. Such requests for a conference call must be accompanied with the submission of a written agenda.

A company representative and a union representative shall alternate in presiding over meetings.

In the interest of maintaining effective union/management relations, either party may request a meeting to discuss general employment, environmental issues, issues of LTD, gain sharing, joint job evaluation and layoff.

The purpose of these meetings shall be limited to the exchange of information and the joint resolution of local issues, other than those relating to pending or active grievances, individual team member problems or accident prevention matters. The purpose shall be to correct conditions causing grievances and misunderstandings. The Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement. The Committee also shall not have the power to bind either the Union or its members or the company to any decisions or conclusions reached by the Committee. The Committee shall consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix 2.

(b) *Joint Advisory Committee (Layoff Responsibilities)*

This Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of Team members who have three (3) or more years of seniority and who are subject to layoff.

(1) The Union and the Company representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the team member who is seeking placement via the Joint Committee. The Company will make available to the Committee a quarterly list of vacant positions by geographic location and a list of the team members issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification and geographic location.

(2) The Joint Committee shall establish a schedule of comparable classifications.

(3) The Chairperson of the Committee shall, at the request of either party, sit as a mediator over all disputes pertaining to the application or interpretation of Article 13.

(4) The Company agrees to supply the Joint Committee with as much notice as possible of expected team members to be designated for layoff.

(5) For the purposes of this article, and where the Committee considers it appropriate, the following definition of comparable may be used to effect a placement:

(i) "comparable" includes a job with a salary range of minus fifteen percent (-15%) or plus ten percent (+10%) of the team member's original classification.

(ii) When this definition is used, a team member will not utilize the displacement/bumping options to obtain a promotion.

(c) *Joint Advisory Committee (Employment Equity/Workplace Diversity)*

The parties recognize the need to continue an employment equity/workplace diversity program in the Company. The purpose of the Employment Equity/Workplace Diversity Committee is to provide support in developing and implementing such programs in the workplace. This Committee may establish subcommittees.

(d) *Joint Advisory Committee (Short Term Illness and Injury/Long Term Disability Plans)*

The purpose of the Committee shall be to consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining Principals on

any questions which may arise related to interpretation or application of the wording of Appendix 2. The Committee shall consider and report back on all matters related to the plans, which may be referred to it jointly by the bargaining Principals.

(e) *Joint Advisory Committee (Rehabilitation)*

The purpose of the Committee is to attempt to reintegrate team members who through accident or sickness are unable to perform any or all of the duties of their occupation.

It is understood by both parties that BLJC-WSI is extremely limited in terms of its ability to provide rehabilitative or alternative employment for disabled persons due to the relative size of the organization.

For the purposes of this section, incapacity shall mean where the Team member is unable to perform all the duties of their own occupation as defined in Section 2.3 of the Long Term Disability Plan.

For the purposes of this section there are two (2) definitions to be considered. One definition addresses to those team members who are unable to perform *any* duties of their own occupation and the second definition addresses those team members unable to perform *some* duties of their current occupation where the team member falls into these definitions the following will apply:

- (1) Where the team member is unable to perform all or some of the duties of their current occupation, they shall make themselves reasonably available and cooperate with a reasonable rehabilitation/return to work process consistent with LTD program;

Based on the above, the Committee would determine whether the team member is immediately capable of performing modified, alternative or rehabilitative employment;

- (2) Where they are actively engaged in a treatment program where the team member's physician determines it to be appropriate to be involved in such a program shall have benefits suspended;

If no to (2) above, based on the assessments, implement the necessary training to place the team member in alternative or rehabilitative employment;

*NOTE:* Prior to having benefits suspended, a team member shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

- (3) In considering modified, alternative or rehabilitative employment, consideration will be given to the following:

- (i) modification of the duties of the team member's job;
- (ii) flexibility in scheduling hours of work within the existing hours of operation;
- (iii) provision of technical or mechanical aids.

- (4) Where the team member is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the team member is therefore able to perform the duties of a gainful occupation, the Company will make a reasonable attempt to place the team member in a suitable position.

- (5) A team member in receipt of STIIP benefits where the prognosis for return to work exceeds eight (8) weeks, may be referred to the LTD Review if a medical assessment(s) determines it is appropriate to do so.

- (6) Other duties will include the following:

- (i) to ensure team members are fully familiar with the alternatives available for them and that the benefits to which they are entitled under the LTD plan and this memorandum are effectively provided.

(ii) The Committee will review all requests for retraining of LTD recipients after it has been notified by the team member that they are interested in retraining and further that they have been declared medically fit by their doctor to undergo the retraining requested. The retraining requested must be judged by the Committee to be reasonable.

(iii) Approved expenses related to job placement activity will be considered an appropriate retraining activity.

The Company agrees to make available a sum equal to a maximum of six (6) months of the team member's current rate of pay at their regular occupation to cover retraining expenses.

Where the LTD recipient is receiving retraining as per above, any one (1) of the following alternatives shall be available:

- a. The team member could return to their previous position with their doctor's approval or be a successful applicant on a posted position consistent with the retraining received.
- b. The team member may retain leave of absence status and be placed on a priority placement list for up to six (6) months after they have exhausted eligibility for benefits under the LTD plan. During this time, any vacant position for which the team member is qualified and capable of performing shall be offered to this team member or they may opt for a maximum of four (4) months salary at the current rate of pay of their regular position less any monies spent in #3 above at any time during the six (6) month period.
- c. The team member may resign immediately at the termination of the LTD benefit eligibility and receive an allowance of five (5) months salary at the current rate of pay of their regular position less any monies spent on retraining.

(f) *Joint Advisory Committee (Employee and Family Assistance Program)*

A province-wide Employee and Family Assistance Program for team members and members of their immediate family, with whom the team member normally resides, shall be provided.

The Company-funded, confidential, assessment/referral service will be monitored by the Joint Committee.

The Company will consult with the Union regarding the selection of a service provider. The Company will not select a service provider to which the Union has reasonable objections.

For the purpose of this policy, "*personal problems*" will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.

A team member will be considered absent due to illness and will receive the benefits for which they are eligible, pursuant to Company policy and the Collective Agreement when:

- (1) require time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the Supervisor. (Approval will only be withheld in exceptional circumstances.) or;
- (2) they are unable to work, but is following a prescribed program of treatment. or
- (3) they are accepted into the program through a voluntary, company, union, fellow team member or family referral.

A team member will continue to be eligible for benefits under (a) above, so long as they are cooperating fully in following the prescribed course of treatment.

The team member will be responsible for costs and expenses not normally covered by company medical and benefit plans, which are associated with their treatment program such as actual cost of residential treatment for chemical dependency. However, the Company will ensure that transportation and accommodation costs will be provided to the team member when referral necessitates travel.

When a team member's job performance demonstrates the existence of a problem, the team member's immediate Supervisor in consultation with the appropriate Manager, Human Resources, shall discuss the team member's job performance in detail with the team member privately and/or in conjunction with a union representative.

Where a team member is absent due to illness based on psychological/stress related situations, an appointment will be arranged immediately, by the appropriate Manager, Human Resources, with an Employee Assistance Counsellor.

If the team member job performance continues to deteriorate, the team member's immediate Supervisor, in consultation with the appropriate Manager, Human Resources, shall discuss the team member's job performance in detail with the team member, and if the team member wishes, in conjunction with the union representative.

If job performance continues to deteriorate and the team member cannot or will not improve their job performance, an appointment will be arranged immediately by the appropriate Manager, Human Resources, with an Employee Assistance Counsellor. Copies of all records and documents pertaining to a team member's unsatisfactory job performance and an employee assistance referral form signed by the team member and the appropriate Manager, Human Resources, will be forwarded to the counsellor.

Should a team member decline any assistance or fail to reasonably follow a prescribed course of treatment and should their problems continue to have an adverse effect on performance, the team member will be subject to normal disciplinary procedures.

(g) *Mediation*

Any matter referred to, but not resolved by the Joint Committee and which is within the Committee's responsibility under Article 7.4 above, may be submitted to a mediator in accordance with Article 9.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

The Company and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, appendices or Arbitral Award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of a team member bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

### 8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the team member's immediate supervisor. The aggrieved team member shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved team member may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

### **8.3 Time Limits to Present Initial Grievance**

A team member who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so no later than thirty (30) days after the date:

- (a) on which they were notified of the action or circumstances giving rise to the grievance, or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in 8.3, the team member may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose,
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required, and
  - (3) transmitting this grievance to their immediate excluded supervisor through the union steward.
- (b) The team member's immediate excluded supervisor shall provide the team member with a receipt stating the date on which the grievance was received.

### **8.5 Time Limit to Reply at Step 2**

Following investigation of the grievance, the team member's immediate excluded supervisor shall reply in writing to the grievance within fourteen (14) days of receiving the grievance at Step 2.

### **8.6 Step 3**

If the grievance is not resolved within fourteen (14) days of its submission at Step 2, the grievance may be submitted by the President of the Union or their designate to the team member's Vice President and Chief Operating Officer, or their designate.

### **8.7 Time Limit to Reply at Step 3**

The Vice President and Chief Operating Officer, or their designate, shall investigate all matters pertaining to the grievance and reply in writing within thirty (30) days of receipt of the grievance at Step 3.

### **8.8 Failure to Act**

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

### **8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or their designate, may inform the Company of their intention to submit the dispute to arbitration within thirty (30) days after the Company's decision has been received or was due to be received.

### **8.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail, courier, or by facsimile.
- (b) Subject to (c), grievances, replies and notification shall be deemed to be presented on the day on which they are certified, and received on the day they were delivered to the appropriate office of the Company or the Union.



- (c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 3 recipient by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.
- (d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, (c) shall not apply and originals will be forwarded upon conclusion of the dispute.

#### **8.11 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from a team member's dismissal, suspensions greater than twenty (20) days or suspension pending investigation, the grievance may be filed directly at arbitration within thirty (30) days of the date of the team member receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the team member receiving such notice.

#### **8.12 Deviation from Grievance Procedure**

- (a) The Company agrees that after a grievance has been initiated at Step 2 by the Union, the Company's representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved team member without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, a team member endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where a team member has filed a complaint with the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within forty-five (45) days of it being filed.
- (d) Notwithstanding (b) above, a team member who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

#### **8.13 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement or appendices, the dispute shall be discussed initially with the Company or the Union as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

#### **8.14 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **8.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than 8.13, may be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, or to the date agreed upon by the parties to the Agreement but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### **8.16 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **8.17 Calendar Days**

The term "*days*" as used in this article is defined as calendar days, including the date of occurrence or receipt of an advancement or answer.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the 3rd Step, of its desire to submit the difference or allegations to arbitration as outlined in 9.2.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three (3) business days.

### **9.2 Composition of the Board of Arbitration**

(a) When a party has requested that a grievance be submitted to arbitration, it shall indicate in its notice to the other party its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. The Company shall endeavour to use a single arbitrator whenever possible. The Arbitrator shall be selected on a rotating basis from the agreed-to list of arbitrators, as per Letter of Understanding #1.

(b) Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their respective appointees to a board of arbitration. The two (2) appointees shall then meet to select an impartial chairperson.

### **9.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Collective Agreement Arbitration Bureau upon the request of either party.

### **9.4 Board Procedure**

(a) In this article the term "*Board*" means a single arbitrator or a three person arbitration board.

(b) The Board may determine its own procedure in accordance with the *Labour Relations Code* of British Columbia and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within sixty (60) days of the conclusion of the hearing.

### **9.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the parties.

The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or the provisions of the appendices.

#### **9.6 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

#### **9.7 Expenses of a Single Arbitrator and Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson;
- (c) one half (½) of the fees and expenses of the single Arbitrator.

#### **9.8 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

#### **9.9 Definition**

The terms, "*Arbitration Board*", "*Board*" and "*Chairperson*" shall include a single arbitrator, agreed to between the parties.

#### **9.10 Expedited Arbitration**

- (a) The parties shall review outstanding grievances filed with the Collective Agreement Arbitration Bureau to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of twenty (20) workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of the Collective Agreement;
  - (6) job evaluation appeals;
  - (7) grievances requiring presentation of extrinsic evidence;
  - (8) grievances where a party intends to raise a preliminary objection;
  - (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) (1) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the Collective Agreement Arbitration Bureau shall assign an arbitrator from the mutually agreed upon list of single arbitrators and set a date for the hearing.
  - (2) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
  - (3) The parties shall agree upon a list of arbitrators, which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.
  - (4) The parties shall endeavour to develop and maintain a list of acceptable arbitrators, which is gender, balanced.
- (h) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Company.

### **10.2 Dismissal**

The Company may dismiss any team member for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.

### **10.3 Suspension**

The Company may only suspend a team member for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to the formal grievance procedure under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or their designate within five (5) days of the action being taken.

### **10.5 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the team member shall include:
  - (1) written censures;
  - (2) letters of reprimand;
  - (3) adverse reports; and
  - (4) adverse team member appraisals.
- (b) A team member's shall be given a copy of any such document placed on the team member file, which might be the basis of disciplinary action. Should a team member dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Upon the team member request any such document, other than formal team member appraisals, shall be removed from the team member file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) The Company agrees not to introduce as evidence in any hearing any document from the file of a team member, the existence of which the team member was not aware at the time of filing.

## 10.6 Performance Appraisals

- (a) Where a written appraisal of a team member's performance is carried out, the team member shall be given sufficient opportunity after the interview to read, review and ask questions about the appraisal. Upon request, the team member will be given three (3) working days to read and review the appraisal. Provision shall be made on the appraisal report for a team member to sign it. The appraisal shall provide for the team member's signature in two places; one indicating that the team member has read and accepts the appraisal, and the other indicating that the team member disagrees with the appraisal. The team member shall sign in one of the places provided. No team member may initiate a grievance regarding the contents of an appraisal report unless the signature indicates disagreement with the appraisal. A team member shall, upon request, receive a copy of this appraisal report at the time of signing. An appraisal report shall not be changed after a team member has signed it, without the knowledge of the team member, and any such changes shall be subject to the grievance procedures of this Agreement.
- (b) A written appraisal of a team member's performance shall be carried out and signed by the team member's immediate supervisor. The appraisal shall be reviewed and signed by an excluded staff member of the Company.
- (c) A new team member's performance must be appraised before expiration of the probationary period. A copy of the appraisal must be placed in the team member's personnel file.

## 10.7 Team Member File

- (a) A team member, or the President of the Union (or their designate) with the written authority of the team member, shall be entitled to review the team member's personnel file, in the office in which the file is normally kept. The team member or the President, as the case may be, shall give the Company adequate notice prior to having access to such files.
- (b) Where it is not practical for the team member to review the file in the office in which it is kept, the Company shall make arrangements to have the file delivered to a company office nearer to the team member's worksite to allow the review under the supervision of a person designated by the Company.

## 10.8 Right to Have Steward Present

- (a) A team member shall have the right to have their steward present at any discussion with management personnel, which the team member believes might be the basis of disciplinary action. Where a manager intends to interview a team member for disciplinary purposes the manager shall make every effort to notify the team member in advance of the purpose of the interview in order that the team member may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with management personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

## 10.9 Probationary Separation

- (a) The Company may separate any probationary team member for unsuitability to perform the duties for which they were hired. Separation during probation shall not be considered a dismissal for the purpose of Section 10.4 of this article.
- (b) Where a team member feels they have been aggrieved by the decision of the Company to separate the team member during the probationary period, they may in accordance with Article 8 grieve the decision within thirty (30) days of receiving notice of separation. Such grievance may be filed directly at arbitration in accordance with Article 9.

### 10.10 Abandonment of Position

A team member who fails to report for duty for five (5) consecutive working days without informing their manager of the reason for their absence will be presumed to have abandoned their position. A team member shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing their manager.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

For the purpose of this Agreement and appendices:

- (a) "*Service Seniority*" shall mean the length of continuous service as a team member with BLJC-WSI. For those who transferred over on April 01, 2004, it will also include service agreed to at the time of transfer.
- (b) "*Classification Seniority*" for a team member shall be from that date upon which a team member is last appointed to their present classification.
- (c) Notwithstanding the provisions of 11.1(b), a regular team member who voluntarily accepts a position in a lower classification shall have all time in previous classifications included in their classification seniority, other than in cases where a team member takes a voluntary demotion in accordance with Article 12.8 or 12.9 of this Agreement or is demoted through no fault of their own. In the latter cases, the team member shall have classification seniority equivalent to all time previously spent at the level to which they are demoted together with all time spent in any higher classification within the same classification series or related series.

### 11.2 Seniority List

The Company shall maintain a service seniority list showing the date each regular team member commenced employment as defined in Article 11.1(a). An up-to-date service seniority list shall be sent to the President of the Union or their designate at least semi-annually.

### 11.3 Loss of Seniority

A regular team member on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.

A regular team member on a claim recognized by the Workers' Compensation Board shall be credited with service seniority upon their return to work, equivalent to what they would have earned had they not been absent and able to work.

A regular team member who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the team member shall accept the first available position in their original classification at the work location nearest their residence. A team member shall lose their seniority as a regular team member in the event that:

- (a) they are discharged for just cause,
- (b) subject to 11.4, they voluntarily resign their employment or abandons their position, or
- (c) they are on layoff for more than nine (9) months.

#### 11.4 Re-Employment

A regular team member who resigns their position and within thirty (30) days is re-employed as a regular team member shall be granted a leave of absence without pay covering those days absent and shall retain effective from their re-employment date all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions.

#### 11.5 Bridging of Service

Any regular team member who has resigned and is re-employed into the organization shall be credited with any previous service seniority that they may have previously accumulated.

- (a) The team member's resignation must have been for the purpose of caring for a dependent child/children, parent or spouse. The written resignation must indicate the reason for termination.
- (b) The team member must have completed three (3) years service as a regular team member prior to their resignation.
- (c) Team member must inform the Company of their request for re-employment within two (2) years of their resignation and will be able to apply as an internal applicant for two (2) years from the time application was submitted.
- (d) Former team members who meet the conditions outlined above will have internal applicant status when applying for re-employment and shall, for the purpose of the selection process, be credited with the years of service accumulated prior to the effective date of termination.

### ARTICLE 12 - SERVICE CAREER POLICY

#### 12.1 Vacancies, Appointments, and Merit

(a) *Vacancy Posting*

The Company shall email and post all vacant bargaining unit positions, including special assignments (LTD and maternity leave), and temporary positions of greater than six (6) months duration, except as per Memorandum of Understanding #2.

(b) *Appointments*

All appointments of internal applicants will be based on merit.

(c) *Determination of Merit*

The factors used to determine merit shall be education, skills, knowledge, experience, past written performance appraisals and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the position description requirements. Where two (2) or more applicants are determined to be equal following the application of the factors used to determine merit, the applicant with the greater seniority shall be awarded the position.

#### 12.2 Postings

- (a) Vacancies of a regular nature that are to be filled for positions in the bargaining unit, shall be posted within thirty (30) days. The Company shall advise the Union of its intent to not fill a vacated bargaining unit position.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

- (c) Notices shall be posted on the appropriate bulletin boards at least seven (7) business days prior to the closing date of the posting, except as provided for in Article 12.10.
- (d) Subject to Section 6 of the *Human Rights Act* of British Columbia, all job postings shall state, "*BLJC-WSI is an equal opportunity employer*".
- (e) The Company shall, whenever possible, fill posted regular positions within ninety (90) days following the date of the posting.
- (f) Team members who have resigned under Article 11.5 may apply for positions posted internally.

### **12.3 Selection**

Selection of the successful applicant shall be made by the excluded supervisor of the vacant position, utilizing the interview process. Where there are a large number of applicants for a posted position the Company shall formulate a short list of qualified applicants who will be interviewed. Selection of the successful candidate shall be consistent with Clause 12.1(c) and subject to Clause 12.6.

### **12.4 Interview Expenses**

A team member who applies for a position with the Company will be provided their regular base pay and expenses (if applicable) to attend an interview. Team members on leave of absence without pay may also apply for any posted position however, they will not be paid for any time required in the interview process.

### **12.5 Union Observer**

- (a) The union observer, who is not a WSI team member, will attend interviews when a request is made by the Union, the Company or a team member.
- (b) Attendance at an interview panel as a union observer shall be without pay in accordance with Article 2.10 Time Off for Union Business.
- (c) The union observer will be a disinterested party from outside BLJC-WSI to the interviews and their attendance at the interviews is to ensure fairness of the interview process only. The observer will have no direct or indirect interest in the outcome or participation in the selection decision.
- (d) The Union shall only appoint trained observers.
- (e) Appointment and attendance of an observer shall not impact on the scheduling and holding of interviews.

### **12.6 Notification**

The Company will make every reasonable effort to notify the unsuccessful applicant of the name and classification of the successful applicant prior to official announcement of the successful applicant. An unsuccessful applicant may request an explanation from the excluded manager of the vacant position by telephone, facsimile or electronic mail of the reasons why they were unsuccessful and receive an oral explanation. If an applicant wishes the reasons in writing, they must request them in writing. Where no written requests have been received by the excluded manager of the vacant position within five (5) business days of the date of mailing of notification of the name and classification of the successful applicant, the appointment of the successful applicant may be confirmed.

### **12.7 Right to Grieve**

Where a team member feels they have been aggrieved by any decision of the Company relating to promotion, demotion or transfer, the employee may submit a grievance commencing at Step 3 of the grievance procedure within four (4) business days of being notified of the decision and reasons why they were unsuccessful. Where a grievance has been filed, a team member will be assigned temporarily until resolution has been agreed.



## 12.8 Relocation

It is understood by the parties that as a general policy team members shall not be required to relocate from one geographic location to another against their will. However, the Company and the Union recognize that in certain cases relocations may be in the interests of the Company and/or the team member. In such cases, a team member will receive forty five (45) days written notice prior to the effective date of the relocation and be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated. Such notice may be waived by mutual agreement.

## 12.9 Special Employment

The Company acknowledges its responsibility to endeavour to provide meaningful employment to team members who, through advancing years, temporary disablement, industrial injury or industrial illness, have become unable to perform their regular duties. Such team members, who disagree with the Company's decision in this regard, may appeal the decision to the Joint Committee for resolution.

## 12.10 Transfers without Posting

Lateral transfers or voluntary changes in classifications may be granted without posting, for:

- (a) compassionate or medical grounds to regular team members who have completed their probationary period; and
- (b) all team members who have become incapacitated by industrial injury or industrial illness.

The Union shall be consulted prior to the above.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Pre Layoff Canvass

- (a) The Company will advise the Union and team members of the number of individuals and classifications likely to be affected by a prospective layoff. The Company shall advise the Union of the results of the pre-layoff canvass.
  - (1) placement into a vacant regular position;
  - (2) resignation with severance as provided for in 13.2(f) or 13.3(i) as appropriate; or
  - (3) where eligible, early retirement.
- (b) Where a team member selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the team member, subject to the agreement of the Company.
- (c) The Company may establish reasonable time periods in which responses from team members will be received for consideration.
- (d) Where the pending layoffs are a result of a substantial reorganization the Company will conduct a pre-layoff canvass pursuant to (a) above.

### 13.2 Layoff - Less Than Three Years Seniority

In the event of a layoff, the following shall apply to regular team members with less than three (3) years service:

- (a)
  - (1) Layoff of regular team members with less than three (3) years service seniority shall be in reverse order of seniority within a classification and within a geographic location.
  - (2)
    - (i) A regular team member designated for layoff who has been promoted may opt to use 13.3(c)(2)(i) and (ii) providing the team member exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available a team member promoted from another position within the same geographic location may opt to displace the team member currently filling the position originally held by the team member designated for layoff, providing the team member exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

(iii) The team member displaced pursuant to (ii) shall have the options contained in (i).

(3) Notwithstanding (i), (ii) and (iii) above, regular team members to be retrained shall be qualified and able to perform the work, which is available which the team member has previously performed and can affectively undertake the duties within thirty (30) days.

(b) The Company shall notify regular team members, who are to be laid off, twenty (20) workdays prior to the effective date of layoff. If the team member has not had the opportunity to work twenty (20) full workdays after notice of layoff, they shall be paid in lieu of work for that part of the twenty (20) workdays during which work was not made available.

(c) A team member shall not accumulate seniority while on layoff.

(d) Notwithstanding (a) above, a regular team member with service seniority of less than three (3) years and who is laid off, will be placed on a recall list for a period of nine (9) months, for the purposes of recall to a regular position in the same geographic location from which the team member has been laid off.

(e) *Severance Pay*

(1) A team member may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.

(2) A regular team member who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to two (2) weeks pay for every year (1827 hours at straight-time rate) of regular service seniority or major part thereof.

**13.3 Layoff - More Than Three Years Seniority**

A team member with three (3) or more years of seniority who is subject to layoff has the right to either fill a vacancy or displace a team member in the same classification or lower classification, within the same geographic location, for which they are qualified.

(a) Where the team member’s position is relocated outside their geographic area they shall be offered the position in the new location. A team member may decline an offer pursuant to this section.

(b) The Company shall notify team members affected by Clause 13.3, in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the team member has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.

(c) A team member subject to lay off who has not been placed shall have the right to fill vacancies and to displace team members in the following manner and sequence:

(1) The team member to be laid off shall be the team member with the least service seniority in the same classification and same geographic location.

(2) The team member shall be placed on the basis of seniority to a vacancy in accordance with (i) through (ii) below.

|      | Fill Vacancy | Classification | Geographic Regions<br>Appendix 6 |
|------|--------------|----------------|----------------------------------|
| (i)  | Vacancy      | same           | Same                             |
| (ii) | Vacancy      | ± comparable   | Same                             |

(3) A team member subject to layoff who has not been placed in accordance with (2) above, shall have the right to displace team members with less service seniority in the same geographic location. The Company will identify the least senior team member within the minus comparable classification in the same geographic location, and the identified position will be offered to the team member in accordance with (i) below:

|     | <b>Displace Junior Team Member</b> | <b>Classification</b> | <b>Geographic Regions Appendix 6</b> |
|-----|------------------------------------|-----------------------|--------------------------------------|
| (i) | Displace                           | minus comparable      | same                                 |

(4) A team member subject to layoff who has not been placed in accordance with (3) above shall have the right to displace team member with less than three years service seniority. The Company will identify the least senior team member within the same classification or the least senior team member within the minus comparable classifications the identified position will be offered to the team member in accordance with (i) through (ii) below:

|      | <b>Displace Junior Team Member</b> | <b>Classification</b>                            | <b>Geographic Regions Appendix 6</b> |
|------|------------------------------------|--|--------------------------------------|
| (i)  | Displace                           | Same, under 3 years of service seniority         | Other                                |
| (ii) | Displace                           | Minus comparable under 3 years service seniority | Other                                |

(5) "Comparable" includes a job with a salary range of minus fifteen percent (-15%).

(6) Notwithstanding (2), (3) and (4) above, a team member may choose to take the options available to team members with less than three (3) years seniority as outlined in Article 13.2, rather than options available to an team member with greater than three (3) years seniority.

(7) In the event that a team member is not placed pursuant to any of the above options they shall claim Section 6 above or early retirement or severance pay.

(d) *Job Offers Pursuant to (c) Above:*

(1) If an employee refuses one (1) job offer in the same geographic location, and with a salary or maximum step pay range comparable to their existing position, they shall claim early retirement or severance pay as outlined in Article 13.3.

(2) If an employee refuses a maximum of two (2) job offers wherein the salary, or maximum step in the range is not more than fifteen percent (15%) less than their present position or if the location is outside their geographic location, they shall claim early retirement or severance pay as outlined in Article 13.3.

(3) An employee who fails to elect between early retirement or severance pay in (1) and (2) above shall be paid severance pay as outlined in Article 13.3.

(4) The displacement/bumping option shall be voluntary and if the option is declined by the employee, it shall not count as a job offer pursuant to this section.

(e) *Retraining and Adjustment Period*

(1) Team members who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed be allowed thirty (30) days to familiarize themselves with their new duties.

(2) In those circumstances where a team member is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

(3) Team members involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

(f) *Early Retirement*

A regular team member who is age 55 years or older and is entitled to receive a pension under the *Pension (Public Service) Act*, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the team member maximum retirement age.

(g) *Pay Out of Sick Leave*

When a team member age 55 or older opts for severance pay or early retirement, they shall also qualify in accordance with the Collective Agreement, for an amount equal to fifty percent (50%) of accumulated sick leave credits on the date of severance or retirement.

(h) *Severance Pay*

At the expiry of layoff, a regular team member with greater seniority than three (3) years will be entitled to resign with severance pay based upon three (3) weeks current salary for each year of service or major part thereof.

The team member will not receive an amount greater than twelve (12) months current salary. If the team member's severance entitlement is the result of voluntary resignation pursuant to Clause 13.1, the maximum amount will be six (6) months current salary.

(i) Subject to Clause 13.3(c), team members shall remain at work and on pay until the steps under Clause 13.3(c)(2) are completed provided the team member:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to use Clause 13.3(c)(6).

The above provisions of paragraph (j) do not apply to team members who receive a layoff notice resulting from a seasonal reduction in the amount of work required to be done by the Company.

(j) Team members who relocate pursuant to Article 13.3 shall be entitled to relocation expenses in accordance with Article 27.15.

### 13.4 Geographic Location Definition

The geographic regions referenced throughout Article 13 are defined in Appendix 6(b).

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

(a) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week.

(b) Unless otherwise established in accordance with Article 14.3, normal hours of work shall be between 7:00 a.m. and 8:00 p.m.

## 14.2 Modified Work Schedules

This article recognizes the need for: flexibility to account for customer service needs, seasonal operations (i.e. snow removal, grounds maintenance, roofing etc.), variations in workload, emergency sick leave coverage and personal team member needs.

It also recognizes the desire by both team members and management for a more consistent and universal application of a more flexible hours of work arrangement.

- (a) All team members currently working the five (5) day, thirty-five (35) hour work schedule with two (2) days of rest i.e. 5/2 shall be provided with a modified work schedule which involves an additional six (6) days, forty-two (42) hours off each calendar year. The six (6) days shall be scheduled and taken, one (1) every two (2) months. These days shall not be accumulated or carried over.
- (b) Team members will be required to work an additional forty-two (42) hours to meet the annual hours (1827) over the calendar year. These additional hours will be scheduled and taken at the local level by mutual agreement. These additional hours shall not be included as hours worked for the purpose of determining overtime entitlement.
- (c) All team members who currently have a modified hours of work pattern will be grand parented in their current modified work schedule. If a team member promotes, demotes, transfers or vacates the position, they will move to the new hours of work schedule which is Monday to Friday, five (5) days per week with six (6) earned days off over the calendar year.
- (d) Any future vacant or newly established positions' hours of work would also revert to the work schedule in this article.
- (e) Any future requests for a modified work pattern other than this work schedule must demonstrate productivity increases in accordance with Memorandum of Understanding #1 and other relevant current collective agreement language will be applied.
- (f) Team members working designated shifts in 7 days operations or shift schedules on a twenty-four (24) hour basis will be exempt from this arrangement.

## 14.3 Work Schedules

- (a) Notwithstanding Article 14.2 above, alternate work schedules shall be established by mutual agreement between the Company and the local union representatives in accordance with the terms of Appendix 4, and with the relevant terms of this Agreement. The annual hours of work specified in Article 14.1 shall not be changed by such work schedules.
- (b) Changes in shift scheduling and starting and finishing times shall be established at the local level and shall conform with the provisions of Appendix 4. The new schedules once agreed upon, shall be posted as per Article 15.3. Where new shift schedules or starting and finishing times cannot be agreed upon at the local level to meet changes in the hours of operation, the matter shall be referred by either party to the Joint Committee for consideration and agreement.
- (c) The Joint Committee shall meet within four (4) days to consider the matter. Within three (3) days of the initial meeting the Joint Committee shall either resolve the matter or it may be submitted by either party to arbitration, in accordance with Article 9, subject to Definitions 14 and 27.
- (d) Pending resolution at the Joint Committee, the Company may after fourteen (14) days notice, on an interim basis, change starting and finishing times or alter days of rest of existing work schedules to meet hours of operation, providing this does not increase the length of the workday beyond nine (9) hours.

(e) If any of the provisions of this article are in conflict with any existing provision of the appendices the provisions of this article shall apply. Notwithstanding the above, changes in existing work schedules to modified workweeks shall be adjudicated on their merits as per Appendix 6.

(f) Recognizing the requirement for roofing, gardening and grounds maintenance personnel to engage in seasonal operations, work schedule changes may be required to fulfil the functions of the operation. Any additional work schedule changes required by seasonal operations will be agreed to by the Joint Committee prior to implementation.

(g) Scheduling of earned time off shall be negotiated at the same time and be part of the same process as the scheduling of the workday negotiations.

#### **14.4 Conversion of Hours**

(a) *Lieu Days*

Where a team member is granted a lieu day pursuant to Section 17.3 or 17.4 of this Agreement, the time off granted will be seven (7) hours per lieu day for a full-time team member and prorated for a part-time team member.

(b) *Designated Paid Holidays*

Where a team member is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven (7) hours per designated paid holiday for a full-time team member and prorated for a part-time team member. Where the scheduled workday exceeds seven (7) hours, the resulting difference shall be made up within the following two (2) week period, either by deducting the time from earned compensatory time off or scheduling that time additional to a regular working day.

(c) *Surplus/Shortage of Hours*

Surplus or shortage of hours resulting from shift changes, the schedule chosen, or conversion of hours shall be scheduled by mutual agreement.

#### **14.5 Rest Periods**

All team members shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Team members working a shift of three and one-half (3½) hours but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the.

#### **14.6 Standby Provisions**

(a) Where regular team members are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour's pay for each three (3) hours standing by. A team member designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if a team member is unable to be contacted or to report for duty when required. The provisions of this paragraph do not apply to part-time team members who are not assigned to a regular working schedule and who are normally required to work whenever called.

(b) Team members required to standby under paragraph (a) will not be required to standby on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

#### **14.7 Meal Periods**

- (a) The normal meal period will not be less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour, and shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Team members who are required to eat their meals at their place of work, and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

#### **14.8 Flextime**

- (a) For the purpose of this Agreement, flextime means the hours worked by a team member or group of team members who are given the authority, following mutual agreement at the local level, to choose their length of workday, provided that:
  - (1) no workday shall exceed ten (10) hours, and
  - (2) seventy (70) hours must be worked in each consecutive two week period.
- (b) The full-time team member on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours providing at least seven (7) hours are required to complete the consecutive two week period. If less than seven (7) hours are required to complete the consecutive two week period such number of hours will be deemed to be the hours of absence.

#### **14.9 Working Away from Regular Work Location and Travel Time**

- (a) All team members will be identified as Field Staff or Dedicated team members. Unless otherwise specified herein all team members shall have a specific location specified as their regular work location. Field status team members shall normally commence and terminate their day's work at the regular work location or building closest to their regular work location, but not to exceed thirty (30) minutes travel time at the team member's expense. It is agreed that the regular work location may be changed to support operation requirements.
- (b) In the event that a team member's regular work location is reassigned with less than two (2) weeks advance notice then they will, at the Company's option, either travel on the Company's time or be paid for hours travelled at the overtime rate. The Company will pay travelling time from regular work location to the job, from job to job, and from job back to regular work location.

#### **14.10 Working Away from Regular Work Location**

- (a) When a regular team member is required to work away from their regular work location and is unable to return to their regular work location when not on duty, including their days of rest, at the end of each continuous three (3) week period, three (3) consecutive days off including their normal days of rest shall be provided at no loss of basic pay for the team member. For the purpose of this article approved travel and meal costs will be at the Company's expense and on the Company's time. Travel time beyond the normal workday shall not be considered as time worked. Reasonable time will be allowed for the team member to reach their normal work location on the Company's time.
- (b) Notwithstanding Articles 16.2(a) and (b), in addition to (a) above when a team member is required to be away from their normal work location on their normal days of rest they shall be given the option of working on those days of rest at overtime rates pursuant to Article 16.

#### **14.11 Clean-Up Time**

Where necessary, team members shall be allowed reasonable time during the workday for personal clean-up purposes.

**ARTICLE 15 - SHIFT WORK****15.1 Definition of Shift for Shift Premium**(a) *Definition of Shift:*

- (1) All hours worked on any shift, which starts between 4:30 a.m. and 1:59 p.m. inclusive, shall be considered a day shift.
- (2) All hours worked on any shift, which starts between 2:00 p.m. and 8:59 p.m. shall be considered an afternoon shift.
- (3) All hours worked on any shift, which starts between 9:00 p.m. and 4:29 a.m. shall be considered a night shift.

(b) *Effective May 1, 2006 the Premium Paid for Full-Time Team Members Shall Be:*

- \$1.30 per hour for the afternoon shift
- \$1.40 per hour for the night shift

**15.2 Shift Premium Entitlement**

- (a) Team members working an afternoon or night shift as defined in 15.1 shall receive a shift premium for all hours worked on the shift.
- (b) A team member working a full shift not in receipt of a shift premium pursuant to 15.1 and working a shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time team member working less than the normal hours per day of a full-time team member will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that a team member regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.
- (d) Team members covered by flextime and modified workweek agreements, who, by their own volition, choose to begin their shift at a time which qualifies them for a shift premium shall not be entitled to the premium. Team members who are required to begin their shift at a time which qualifies them for a shift premium shall receive the appropriate premium.
- (e) Shift premiums will apply to overtime hours worked in conjunction with a shift. A team member who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

**15.3 Notice of Shift Schedules**

Schedules of work for regular team members shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

- (a) In the event that the shift for a regular team member or temporary team member working a scheduled shift roster is changed without forty-eight (48) hours advance notice and if such change is the result of the actions of another team member covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the team member will receive a premium of one dollar and twenty-five cents (\$1.25) per hour effective May 1, 2005.
- (b) In the event that a team member shift is changed without five (5) days advance notice and the change results from causes other than defined in Article 15.3 (a), the team member shall receive pay at the applicable overtime rate for work performed on the first (1st) shift to which they changed except that if the change results from no fault of the Company they shall not receive pay at overtime rates but shall receive the premium defined under Article 15.3 (a).



#### 15.4 Short Changeover

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of a team member's shift and the start of their next shift, overtime rates apply to hours worked on the succeeding shift which fall within the twenty-four (24) hour period.
- (b) Where a team member exercises seniority rights to work shifts, one (1) of which falls within the twenty-four (24) hour period from start of the previous shift, the team member shall not be entitled to claim the premium rate referred to in paragraph (a).

#### 15.5 Exchange of Shifts

Team members may exchange shifts with the approval of their immediate Supervisors, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Company.

#### 15.6 Shortfall of Shifts

There shall be no pay back for shortfall of annual working hours caused by work schedules.

#### 15.7 Allocation of Shifts

Where the parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

### ARTICLE 16 - OVERTIME

#### 16.1 Definitions

- (a) "*Overtime*" means work performed by a full-time team member in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times (2½x) the straight-time rate.

#### 16.2 Authorization and Application of Overtime

- (a) A team member who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the team member's manager; and
  - (2) the team member does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Company and the Union recognize that the nature of the work carried out by persons in some positions is such that it may not be possible for the team member to obtain prior authorization for the necessary overtime work. In such cases the team member shall use their discretion in working the overtime and the Company shall be considered to have authorized the overtime in advance. However, the Company reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.
- (c) The method of compensation for overtime shall be in accordance with the following:
  - (1) Overtime compensation shall be monetary, or in time off at the team member's option. If the team member chooses time off, such time off will be scheduled by mutual agreement between the team member and their Supervisor.

(2) The team member shall elect on their time sheet, if they wish to take the overtime in compensatory time off. The scheduling and taking of compensatory time off shall not be unreasonably withheld.

(3) Compensatory time off earned during the period of April 1<sup>st</sup> to March 31<sup>st</sup> annually, which is not scheduled and taken by the immediately following March 31<sup>st</sup> shall be paid in cash.

(4) This clause applies only to regular team members.

### 16.3 Overtime Entitlement

(a) A team member will be entitled to compensation for authorized overtime in excess of:

(1) the scheduled daily hours (including scheduled time for the earning of scheduled earned days off), or

(2) the maximum daily hours for those team members on flextime, or

(3) the agreed averaging period.

(b) For the purpose of calculating the hourly rate for overtime, a team member's biweekly rate shall be divided by the biweekly hours, (70).

(c) Overtime shall be compensated in fifteen (15) minute increments, however, team members shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### 16.4 Recording of Overtime

Team members shall record starting and finishing times for overtime worked in a form determined by the Company.

### 16.5 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

### 16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

(1) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday; and

(2) double-time (2x) for all hours worked in excess of (1); and

(3) double-time (2x) for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) A team member who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half (2½x) for all hours worked.

(c) A team member on travel status who is required to travel on Company business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Company may determine the means of such travel. *(For clarification, only transportation time from one point to another will be compensable. If, however, the team member is travelling for training which will enhance their skills, this clause will not apply.)*

(d) For the purpose of calculating compensatory overtime rates only, time worked prior to, but adjoining a scheduled shift, shall be deemed to be time worked after that shift.

### **16.7 Overtime Meal Allowances**

(a) When a team member is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with a meal allowance. The overtime meal allowance shall be:

- \$15.00 effective upon ratification

A meal break of one-half (½) hour with pay will be given.

(b) If the team member continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When a team member is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give at least one-half (½) hour's notice to permit preparation of the meal normally taken to work, the Company shall provide the meal or pay the overtime meal allowance.

(d) In the case of a team member called out on overtime to work on a rest day, (a) and (b) above will apply only to hours worked outside their regular shift times for a normal workday.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicate a meal for which a team member is entitled because of travel status or field status, then the team member shall receive only one benefit for each meal.

### **16.8 No Layoff to Compensate for Overtime**

Team members shall not be required to layoff during regular hours to equalize any overtime worked.

### **16.9 Right to Refuse Overtime**

(a) All team members shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

(b) A team member on standby shall not have the right to refuse callout for overtime work.

(c) Refusal of overtime will be recorded as time worked for overtime equalization purposes.

### **16.10 Overtime for Part-time Team Members**

(a) A part-time team member working less than the normal hours per day of a full-time team member, and who is required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time team member.

(b) A part-time team member working less than the normal days per week of a full-time team member, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time team member.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### 16.11 Callout Provisions

(a) *Callout Compensation*

If a person is called outside their regular hours they shall be compensated for actual time worked or a minimum of one hour if they do not leave their home or three hours if they are required to leave their home.

(b) *Callout Time Which Abuts the Succeeding Shift*

(1) If the callout requires the team member to travel to a location and if the callout is for three (3) hours or less, the team member will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout requires the team member to travel to a location and if the callout is for longer than three (3) hours, the team member will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "callout" means that the team member has been called out without prior notice.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the team member reports for duty on the next regular shift with no shortfall out of their regular shift.

(2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of the callout and the time the team member reports for duty on their next regular shift with no shortfall out of the regular shift.

(3) If the elapsed eight (8) hour period following overtime results in only two (2) hours or less of the regular shift available for work, a team member shall not be required to report for work on that shift with no shortfall.

(d) Time spent by a team member travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the team member be required to work that period which is considered free from work in the regular shift, as provided for in (b) (2) and (c) above, then that portion of the shift shall be compensated at overtime rates.

(f) It is agreed that team members called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

### 16.12 Rest Interval after Overtime

A team member required to work overtime immediately following their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

The following have been designated as paid holidays:

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

It is understood that if Heritage Day is deemed as a statutory holiday, it will be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the federal, or provincial government shall also be a paid holiday.

### 17.2 Holidays Falling on Saturday or Sunday

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

### 17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a team member's day of rest, the team member shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be in accordance with Appendix 4.
- (b) If a team member is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated as described in Article 16.6(b).

### 17.4 Holiday Falling on a Scheduled Workday

A team member who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be in accordance with Appendix 4.

### 17.5 Holiday Coinciding With a Day of Vacation

Where a team member is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### 17.6 Christmas or New Year's Day Off

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

### 17.7 Paid Holiday Pay

Payment for paid holidays will be made at a team member's basic pay, except if a team member has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) working days preceding their holiday, in which case they shall receive the higher rate. For team members who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

(a) *Definitions:*

(1) *Vacation Year* - For the purposes of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

(2) *First Vacation Year* - The first vacation year is the calendar year in which the team member’s first anniversary falls.

(b) A regular full-time team member who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement, effective January 1, 2006, as follows:

|      |  | <b>Working</b> |              |
|------|--|----------------|--------------|
|      |  | <b>Days</b>    | <b>Hours</b> |
| (1)  | 1 <sup>st</sup> to 2 <sup>nd</sup> vacation year.....    | 15.....        | 105          |
| (2)  | 3 <sup>rd</sup> vacation year.....                       | 16.....        | 112          |
| (3)  | 4 <sup>th</sup> vacation year.....                       | 17.....        | 119          |
| (4)  | 5 <sup>th</sup> vacation year.....                       | 19.....        | 133          |
| (5)  | 6 <sup>th</sup> to 7 <sup>th</sup> vacation years.....   | 20.....        | 140          |
| (6)  | 8 <sup>th</sup> vacation year.....                       | 22.....        | 154          |
| (7)  | 9 <sup>th</sup> vacation year.....                       | 23.....        | 161          |
| (8)  | 10 <sup>th</sup> vacation year.....                      | 24.....        | 168          |
| (9)  | 11 <sup>th</sup> vacation year.....                      | 25.....        | 175          |
| (10) | 12 <sup>th</sup> vacation year.....                      | 26.....        | 182          |
| (11) | 13 <sup>th</sup> to 15 <sup>th</sup> vacation years..... | 27.....        | 189          |
| (12) | 16 <sup>th</sup> to 18 <sup>th</sup> vacation years..... | 28.....        | 196          |
| (13) | 19 <sup>th</sup> vacation year.....                      | 29.....        | 203          |
| (14) | 20 <sup>th</sup> vacation year.....                      | 31.....        | 217          |
| (15) | 21 <sup>st</sup> vacation year.....                      | 32.....        | 224          |
| (16) | 22 <sup>nd</sup> vacation year.....                      | 33.....        | 231          |
| (17) | 23 <sup>rd</sup> to 24 <sup>th</sup> vacation years..... | 34.....        | 238          |
| (18) | 25 <sup>th</sup> year and thereafter.....                | 35.....        | 245          |

(c) *Conversion of Hours* - Where a team member is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

(d) Team members engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

**18.2 Vacation Earnings for Partial Years**

(a) (1) During the first partial year of service a new team member will earn vacation at the rate of one and one-quarter (1¼) days (8¾ hours) for each month for which they earn ten (10) days pay.

(2) Subject to Article 18.7 any unused vacation earned during the first partial year will be paid to the team member at December 31<sup>st</sup> of that year.

(b) During the first and subsequent vacation years a team member will earn one twelfth (1/12) of the annual entitlement for each month in which the team member has received at least ten (10) days pay at straight-time rates. Where a team member has taken more vacation than earned on the foregoing basis, the Company shall recover the unearned portion on December 31<sup>st</sup> of that year, or on termination.

### 18.3 Vacation Scheduling

- (a) The scheduling and taking of vacations shall be on a calendar year basis as per BC Employment Standards.
- (b) The calendar year in which a team member's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth (5) anniversary falls shall be the fifth (5) vacation year, in which the sixth (6) anniversary falls the sixth (6) vacation year, etc.
- (c) A team member earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d)
  - (1) A vacation schedule shall be utilized which permits at least one regular team member from each classification series at a FMZ or regular work location as applicable to take their vacation entitlement at any time during the year, subject to operational requirements and (2) and (3) below.
  - (2) Vacations shall be granted on the basis of service seniority within a classification series at a regular work location. A team member shall be entitled to receive their vacation in an unbroken period. Team members wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
  - (3)
    - (i) Vacation schedules will be circulated and posted by March 1<sup>st</sup> of each year.
    - (ii) A team member who does not exercise their seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by a team member with less seniority.
    - (iii) A team member who transfers to another regular work location where the vacation schedule has already been completed will not be entitled to exercise his seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the team member's choice.
- (e) Vacation schedules, once approved by the Company, shall not be changed, other than in cases of emergency, except by mutual agreement between the team member and their immediate excluded Supervisor.

Any cancelled vacation time shall be re-scheduled on the vacation roster within seven (7) days of cancellation.

A team member re-scheduling cancelled vacation time shall not exercise seniority rights for such scheduling.

- (f) Any vacation commencing prior to December 31<sup>st</sup> will be considered as vacation for the year in which it commenced.

### 18.4 Vacation Pay

- (a) Payment for vacations will be made at a team member's basic pay except if a team member has been working in a higher paid position than their regular position for a majority of their regular scheduled hours during the sixty (60) working days preceding their vacation, in which case they shall receive the higher rate.

(b) Once per calendar year, upon thirty (30) days written notice, a team member shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the amount of any regular net pay issued during the vacation period.

### **18.5 Approved Leave of Absence with Pay during Vacations**

When a team member is hospitalized or under a physician's care and in receipt of the Short Term Illness and Injury Plan Benefits for a minimum of four (4) days, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. A team member intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **18.6 Vacation Carryover**

A team member may carry over up to five (5) days (35 hours) vacation leave per vacation year, to a maximum of ten (10) days (70 hours). Team members in their first (1st) partial year of service, who commenced prior to July 1<sup>st</sup> of that year, may carry over up to five (5) days (35 hours) vacation leave into their first (1st) vacation year. Except as provided in Article 18.2 (a) (2), once per calendar year, a team member may request and be paid five (5) days (35 hours) in lieu of vacation entitlement. Payment will be made at the team member's current base salary rate. Team members must have scheduled or taken at least ten (10) days (70 hours) vacation in that same calendar year. A team member terminating shall be paid for all earned and outstanding vacation.

### **18.7 Call Back from Vacation**

(a) Team members who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

(b) When, during any vacation period, a team member is recalled to duty, they shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Company. Where a team member spouse and/or dependent children also return from vacation due to the recall of the team member, they shall be reimbursed for reasonable expenses incurred in returning home.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **18.8 Vacation Leave on Retirement**

A team member scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

### **18.9 Vacation Entitlement upon Death**

Unused vacation entitlement shall be made payable, upon death, to the team member's beneficiary as defined by Superannuation records, or, where there is no beneficiary, to the team member's estate.

## **ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

Team members shall be entitled to coverage for short-term illness and injury and long-term disability as per Appendix 2 to this Agreement.



## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

- (a) In case of death in the immediate family a team member not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.
- (b) Immediate family is defined as a team member's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, stepchildren, and any other relative permanently residing in the team member's household or with whom the team member permanently resides.
- (c) In the event of the death of the team member's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the team member shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If a team member is on vacation leave at the time of bereavement, the team member shall be granted bereavement leave and be credited the appropriate number of days (hours) to vacation leave credits.
- (e) In order to accommodate established religious or ethnic practises, other than the bereavement period provided in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion providing it is within six (6) months of the date of death.

### 20.2 Special Leave

A team member not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

- (a) Wedding of the team member ..... 3 days
- (b) Attend wedding of the team member's child ..... 1 day
- (c) Birth or adoption of the team member's child ..... 2 days
- (d) Serious household or domestic emergency ..... up to 1 day
- (e) Moving household furniture and effects ..... 1 day
- (f) Attend their formal hearing to become a Canadian citizen ..... 1 day
- (g) Attend funeral as pallbearer or mourner ..... ½ day
- (h) Court appearance for hearing of team member's child ..... 1 day
- (i) In the case of serious illness or hospitalization of an elderly parent or grandparent of the team member, when no one other than the team member can provide for the needs of the parent, and, after notifying their supervisor ..... 1 day\*

*\*This may be used in ½ increments*

Two (2) weeks notice is required for leave under Subsections (a), (b), (e) and (f).

For the purpose of determining eligibility for special leave under (e) a team member will qualify if they are maintaining a self-contained household and if they are changing their place of residence, which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months.

For the purpose of Subsections (b), (d), (e), (f), (g), (h) and (i), leave with pay will be only for the workday on which the situation occurs.

### **20.3 Family Illness**

- (a) In the case of illness or hospitalization of a child or spouse of a team member, and when no one at the team member's home other than the team member can provide for the needs of the ill child, the shall be entitled, after notifying their supervisor, to use up to a maximum of three (3) days paid leave at any one (1) time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded, however the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted under Articles 20.1 and 20.2 does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Company.
- (c) The Company may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### **20.4 Full-Time Union or Public Duties**

The Company shall grant, on written request, leave of absence without pay:

- (a) for team members to seek election in a municipal, first nations, provincial or federal election,
- (b) for team members selected for a full-time position with the Union or any body in which the Union is affiliated for a period of one (1) year, or
- (c) for team members elected to a public office for a maximum period of five (5) years.
- (d) For a team member elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

### **20.5 Leave for Court Appearances**

- (a) The Company shall grant paid leave to, team members other than team members on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the team member's private affairs.
- (b) In cases where a team member's private affairs have occasioned a court appearance such leave to attend a court shall be without pay.
- (c) A team member in receipt of their regular earnings while serving at court shall remit to the Company all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Company.
- (d) Time spent at court by a team member in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused team member is jailed pending court appearance, such leave of absence shall be without pay.

### **20.6 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow team members time to write examinations for courses approved by the Company.

### **20.7 Leave for Taking Courses**

- (a) A team member shall be granted leave with pay to take courses at the request of the Company. The Company shall bear the full cost of the course, including tuition fees, entrance or registration fees,

laboratory fees, and course required books, necessary travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Company when due.

(b) A regular team member may be granted leave without pay, or leave with partial pay, to take courses in which the team member wishes to enrol.

## 20.8 Educational Leave

Educational leave granted by the Company to regular team members requesting such leave shall be in accordance with the following provisions:

- (a)
  - (1) The duration of educational leave granted to regular team members to take advanced or special training which will be of benefit to the team member or the Company may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
  - (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the team member's performance on such leave can be clearly established and the program can be shown to be of significant benefit to the team member and the Company.
  - (3) Applications for educational leave for periods of four (4) months or longer must be submitted to the team member's immediate excluded Supervisor six (6) months prior to the beginning of the requested leave period.
  - (4) Applications for leave of periods of less than four (4) months should be submitted to the team member's immediate excluded Supervisor with as much lead time as practical.
  - (5) If an application for leave is denied, the team member shall be given the reasons in writing by their immediate excluded Supervisor. If a team member wishes to grieve the decision, the grievance shall commence at Step 3 of the grievance procedure.
  - (6) A team member granted educational leave under this section shall receive up to one hundred percent (100%) of their basic salary.
  - (7) A team member granted educational leave under this section shall be required to sign a statement with a copy to the team member to the effect that, on the completion of the training, they will remain in the employment of the Company for a period equivalent to three (3) times the length of their educational leave multiplied by the percentage of their basic salary received during such leave.
  - (8) Should they leave the employment of the Company before this period expires, they shall refund to the Company the total cost of their training including allowances and expenses on a pro rata basis.
  - (9) A team member granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training, they will remain in the employment of the Company for a period equivalent to the leave granted or refund any financial assistance granted under this section on a pro rata basis.
  - (10) For information purposes, the Company agrees to supply the Union with the budgeting allotment for education and skill upgrading, by the Company for the ensuing year as soon as available after its approval.
  - (11) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of team members who make application.
  - (12) Termination of employment by the team member or by the Company for just cause will nullify any obligation of assistance by the Company under this article.

(13) If a team member fails to return to work on the prearranged date without reasonable cause, the team member shall be required to repay in full all monies paid under this Article.

(14) In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the team member's salary. It is the responsibility of the team member to report all additional sources of support to the Company.

(b) The Company shall establish criteria for the evaluation of applications for educational leave and the amount of basic salary and allowances. The Joint Committee may review and recommend changes to these criteria.

## **20.9 Elections**

Any team member eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) or four (4) consecutive clear hours during the hours, as prescribed by the applicable statute, in which the polls are open, in which to cast their ballot.

## **20.10 General Leave**

Notwithstanding any provision for leave in this Agreement, the Company may grant a leave of absence without pay to a team member requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Company will give reasons orally for withholding approval.

The team member shall have the option of requesting the Company maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Company's share of these premiums.

## **20.11 Leave for Medical and Dental Care**

(a) Effective May 1, 2005, where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for team members or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.3(b). Medical and/or dental appointments include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Team members in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.3 (b), the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the team member, their spouse, dependent child/and a dependent parent permanently residing in the team member's household or with whom the team member permanently resides. The Company may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the team member's place of residence. A team member on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of three hundred dollars (\$300) per calendar year.

## **20.12 Emergency Service Leave**

Where team members' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted

without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Company.

### **20.13 Canadian Armed Forces**

- (a) Team members who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence without pay:
- (1) where a team member is required to take annual training with Her Majesty's Reserve Forces;
  - (2) where a team member participates in a program of training for the purpose of qualifying for a higher rank; or
  - (3) where a team member, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.
- (b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the team member when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities.

### **20.14 Donor Leave**

A team member shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

### **20.15 Other Religious Observances**

- (a) Team members who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

## **ARTICLE 21 - MATERNITY LEAVE**

### **21.1 Maternity Leave**

- (a) A team member is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (b) A team member shall notify the Company in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

### **21.2 Parental Leave**

- (a) Upon written request, a team member shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the team member's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are team members of the Company, the team members shall determine the apportionment of the thirty-five (35) weeks parental leave between them.

- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.3;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child;
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the fifty-two (52) week period after the birth or placement of the adoptive of the child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

### **21.3 Benefit Waiting Period**

Where a team member is entitled to and takes leave pursuant to Article 21.1 and/or 21.2 and is required by Employment Insurance to serve a two (2) week waiting period for Employment Insurance Maternity/Parental benefits, the team member will be entitled to a leave of two (2) weeks without pay immediately before leaves pursuant to Article 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

### **21.4 Benefit Waiting Period Allowance**

A team member who qualified for and takes leave pursuant to Article 21.3, shall be paid a leave allowance equivalent to two (2) weeks at eighty-five percent (85%) of the team member's basic pay.

### **21.5 Maternity Leave Allowance**

(a) Effective May 1, 2005 a team member who qualifies for maternity leave pursuant to Article 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan. In order to receive this allowance, the team member must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. A team member disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of fifteen (15) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the team member and eighty-five percent (85%) of the team member's basic pay.

### **21.6 Parental Leave Allowance**

(a) Effective May 1, 2005 a team member who qualifies for parental leave pursuant to Article 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the team member must provide to the Company, proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. A team member disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 21.2(b), the parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the team member and seventy-five percent (75%) of the team member's basic pay.

### **21.7 Pre-Placement Adoption Leave**

Upon request and with appropriate documentation, and team member is entitled to pre-adoption leave without pay of up to seven (7) weeks (245 work hours) per calendar year with an allowance of eight-five percent (85%) of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (a) attending mandatory pre-placement visits with the prospective adoptive child;
- (b) to complete the legal process required by the child's or children's country for an international adoption while the team member is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for a team member to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement are:

- (a) adoptions by a family member;
- (b) adoptions by the partner of a birth parent; and
- (c) adoptions by foster parents if the child(ren) were living with the foster parents immediately before the adoption process.

### **21.8 Benefits Continuation**

- (a) For leaves taken pursuant to Articles 21.1, 21.2, 21.3 and 21.7, the Company shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Company's share of these premiums.
- (b) Notwithstanding (a) above, should a team member be deemed to have resigned in accordance with Article 21.9 or fail to remain in the employ of the Company for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Company will recover monies paid pursuant to this clause on a pro rata basis.

### **21.9 Deemed Resignation**

A team member shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.2, 21.3, or 21.7 commenced unless they advised the Company of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 21 – Maternity, Parental and Pre-Adoption Leave or Article 20.16 or if they do not return to work after having given such advice.

### **21.10 Entitlements upon Return to Work**

- (a) A team member who returns to work after the expiration of maternity, parental or pre-adoption leaves or extensions to such leaves shall retain the seniority the team member had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental or pre-adoption leaves or extensions to such leaves, a team member shall be placed in the team member's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Articles 18.1(b) and 18.7, vacation entitlements and vacation pay shall continue to accrue while a team member is on leave pursuant to Article 21.1 and it's waiting period providing:
  - (1) the team member returns to work for a period of not less than six (6) months; and
  - (2) the team member has not received parental allowance pursuant to Article 21.6; and
  - (3) the team member was employed prior to March 28, 2001.

Vacation pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.7.

(d) Team members who are unable to complete the return to work period in (c), as a result of being on maternity, parental or pre-adoption leave, shall be credited with their earned vacation entitlements and vacation pay, providing they return to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or pre-adoption leave.

### **21.11 Maternity/Adoption and/or Parental Leave Allowance Repayment**

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Articles 21.4, 21.5, 21.6, and/or 21.7, a team member must sign an agreement that they will return to work and remain in the Company's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the team member fail to return to work and remain in the employ of the Company the return to work portion in (a) above, the team member shall reimburse the Company for the maternity, parental, benefit waiting period and/or the pre-adoption allowance received under Articles 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

### **21.12 Benefits upon Layoff**

Regular team members who have completed three (3) months of service and are receiving an allowance pursuant to Articles 21.4, 21.5, and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

The Parental Leave and Allowance provisions apply to all births and adoptions that occurred on or after May 1, 2002.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.1 Conditions**

The Union and the Company agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all team members.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### **22.2 Joint Occupational Health and Safety Committees**

The Company and the Union agree to establish Occupational Health and Safety Committees at appropriate locations. Occupational Health and Safety Committees shall be composed of personnel employed at the location. The composition will be determined locally through management and local union representatives. Union representatives shall be appointed by the B.C. Government and Service Employees' Union. These committees will meet, at regular intervals to be determined by the committees, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committees shall be sent to the union and the Company.

Team members who are representatives on the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending Occupational Health and Safety Committee meetings. Team members attending these committee meetings held on their days of rest or outside their regularly scheduled hours of work shall receive pay at straight-time rates equivalent to the duration of the meeting. This time shall not be considered time worked.



### 22.3 Unsafe Work Conditions

Should a team member have a health and/or safety issue of any nature, they should refer it to their manager who will in turn request potential alternatives from the Joint Occupational Health and Safety Committee.

No team member shall be disciplined for refusing to work on a job which in the opinion of:

- (a) a member of an Occupational Health and Safety Committee, or
- (b) a person designated by an Occupational Health and Safety Committee, or
- (c) the Environmental Health and Safety Manager, or
- (d) the steward at a worksite where there is no Occupational Health and Safety Committee after an on-site inspection and following discussion with a representative of the Company, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where a team member acts in compliance with Section 3.24 of the Workers' Compensation Board Occupational Health and Safety Regulations, they shall not be subject to disciplinary action.

### 22.4 Injury Pay Provision

A team member who is injured on the job during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of their shift, without deduction from benefits under the Short Term Illness and Injury Plan.

### 22.5 Transportation of Accident Victims

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

### 22.6 Investigation of Accidents

- (a) Accident investigations shall be carried out by persons knowledgeable of the type of work involved. Investigations shall include the participation of one worker representative and one Company representative. When available, the worker representative shall be a member of the Occupational Health and Safety Committee.

The results of such investigations shall be reported to the Occupational Health and Safety Committee, to the Company and to the Union.

- (b) In the event of a fatality the Company shall immediately notify the President of the Union or their designate of the nature and circumstances of the accident.

### 22.7 Occupational First Aid Requirements

- (a) The Union and the Company agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Company requires a team members to possess an Occupational First Aid Certificate and perform first aid duties, in addition to the normal requirements of the job, an additional payment shall be granted on the basis of the level of Occupational First Aid Certification they are required to possess, as follows:

***Effective May 1, 2005:***

- Level 2 - \$84.50 per month or \$39.00 per biweekly period
- Level 3 - \$110.50 per month or \$51.00 per biweekly period

- (c) The cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Company and leave to take the necessary courses shall be granted with pay.

### **22.8 Permanent Joint Occupational Health and Safety Committee**

There shall be established a Joint Committee composed of three (3) representatives of the Company and three (3) representatives of the Union. The Committee's responsibilities will be:

- (a) To monitor and assess results of the ongoing Training Program for Occupational Health and Safety Committees. This course, which was developed in consultation with the Workers' Compensation Board, and which may be amended from time to time by mutual agreement, will provide a training program for members of Occupational Health and Safety Committees dealing with the objectives and duties of such committees, and;
- (b) To coordinate and review the implementation of the Policy on establishment and operation of Joint Occupational Health and Safety Committees; and to receive reports from and resolve matters referred by these committees.

### **22.9 Definition**

Throughout this Article, "*Occupational Health and Safety Committee*" includes "*Safety Committee*" as defined in the *Workers Compensation Act and Regulations*.

### **22.10 Video Display Terminals**

- (a) When a majority of a team member's daily work time requires monitoring such video display terminals, such team members shall have their eyes examined by an ophthalmologist or optometrist of the team member's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Company's expense where costs are not covered by insurance. Where requested, the Company shall grant leave of absence with pay.
- (b) (1) Team members who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Team members required to continuously operate VDT's for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one ten (10) minute period. Where alternate work duties are not available, team members shall receive a ten (10) minute rest break.
- (c) Questions relative to VDTs will be referred to environment Health and Safety Manager.

### **22.11 Hearing Damage**

The Company shall establish and maintain a hearing test program for all team members who are required to wear ear protection in accordance with the Workers' Compensation Board Regulations 13.21(3). The Company shall bear the cost of these tests.

### **22.12 Dangerous Goods, Special Wastes and Pesticides and Harmful Substances**

Where team members are required to work with or are exposed to any Dangerous good, Special Waste, Pesticide or Harmful Substance, the Company shall ensure that the team members are adequately trained in the identified, safe handling, use, storage, and/or disposal of same.

### **22.13 Communicable Diseases**

- (a) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where team members may come into contact with a person and/or possessions of

a person with a communicable disease. Accordingly, the parties agree that this issue will continue to be addressed by the Permanent Joint Occupational Health and Safety Committee to make recommendations to the bargaining Principals.

(b) Where a communicable disease policy is established the local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

(c) Where vaccinations are deemed necessary by the BC Centre of Disease Control to protect workers in the performance of their duties, such vaccinations shall be available to the team member at the Company's expense.

#### **22.14 Workplace Violence**

(a) It is recognized that at certain worksites or in certain work situations team members may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.

(b) Where such potential exists:

(1) team members at those worksites or in those work situations shall be informed, subject to statutory limitations, and receive training in the recognition and management of such incidents;

(2) applicable physical and procedural measures for the protection of team members who may be at significant risk of injury shall be implemented in a manner which is appropriate for the specific worksites or work situation involved; and

(3) the Company in conjunction with the local Occupational Health and Safety Committees, will develop procedures and measures in accordance with established corporate policy and procedures and relevant legislation and regulations.

(c) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for team members who have suffered as a result of workplace violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

#### **22.15 Skin Protection from Ultra-Violet Radiation**

Team members who spend the majority of their time in the outdoors and exposed to ultra-violet radiation shall be reimbursed for the cost of the appropriate sun screen protection upon request.

#### **22.16 Preventative Procedures and Measures to Reduce Occupational Injury**

(a) It is recognized that occupational hazards may be present or inherent in the workplaces, sites or situations that team members are required to work in.

(b) In order to reduce the risk of injury due to occupational hazards:

(1) team members must report the nature and location of all occupational hazards that are recognized within their worksites or work situations to the Company, so that corrective measures can be taken;

(2) team members that are at risk of injury due to an occupational hazard shall be informed, subject to statutory limitations, and procedures or other preventative measures will be implemented to reduce their risk of injury;

(3) physical measures and/or procedures which are required for the protection of team members shall be implemented in a manner which is appropriate for the specific hazard(s) and worksites or work situations involved; and

(4) the Company, in conjunction with the local Occupational Health and Safety Committees, will develop procedures and measures in accordance with established Corporate policy and procedures and relevant legislation and regulations.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Definition

(a) "*Technological change*" means:

(1) the introduction by the Company into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Company in that work, undertaking, and business; or

(2) a change in the manner, method, or procedure in which the Company carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular team members but does not include normal layoffs resulting from a decrease in the amount of work to be done.

### 23.2 Advance Notice

The Company will notify the Union of any upcoming technological change, and will provide three (3) months notice should there be any anticipated layoff resulting from the introduction of a technological change.

### 23.3 Commencing Negotiations

The Company and the Union shall, within fourteen (14) days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and what course of action is to be taken. Pursuant to Article 31.4 of this Agreement changes to the Collective Agreement may be considered.

## ARTICLE 24 - CONTRACTING OUT

The Company agrees not to contract out any work presently performed by team members covered by this Agreement, which would result in the laying off of such team members.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Basic Medical Insurance

All regular team members, whether full-time or part-time, may choose to be covered by the Company's Medical Plan, for which the British Columbia Medical Services Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Company will pay the premium.

### 25.2 Extended Health Care Plan

(a) The Company shall pay the premium for regular team members entitled to coverage under a mutually acceptable Extended Health Care Plan. Prior to any proposed change in the benefit carrier(s), the Employer will advise the Union, in writing, thirty (30) days in advance of such proposed change. A meeting will be convened with the Joint Labour/Management Committee to discuss the proposed change. The new carrier shall provide, at minimum, essentially the same benefits and benefit levels as the previous carrier.

(b) The lifetime maximum for coverage shall be seventy thousand dollars (\$70,000).

(c) Eye examinations shall be covered by the plan for adults and dependent children every twelve (12) months.

### 25.3 Dental Plan

(a) The Company shall pay the premium for team members entitled to coverage under a mutually acceptable plan which provides:

- (1) Plan A, one hundred percent (100%) coverage
- (2) Plan B, sixty-five percent (65%) coverage
- (3) Plan C, fifty-five percent (55%) coverage

(b) Orthodontic services are subject to a lifetime maximum payment of three thousand five hundred dollars (\$3,500) per patient.

(i) Dental plan to include one hundred percent (100%) coverage for non-covered composite fillings.

(ii) The Union accepts the amendment to the Plan that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

(iii) Extended health and dental coverage will cease on the day a team member's employment ends.

### 25.4 Group Life

(a) Effective May 1, 2005, the Company shall provide a mutually acceptable group life insurance plan with benefits equivalent to three (3) times a team member's annual salary with an eighty thousand dollar (\$80,000) minimum. The Company shall pay the premium on the eighty thousand dollars (\$80,000) and the team member shall pay the premium for any insurance over this amount.

(b) Team members shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The Group Life Plan shall include the following provisions:

- (1) loss of both hands or feet .....the principal sum
- (2) loss of sight of both eyes.....the principal sum
- (3) loss of one hand and one foot .....the principal sum
- (4) loss of one hand or one foot and sight of one eye.....the principal sum
- (5) loss of one hand or one foot.....one-half (½) the principal sum
- (6) loss of sight of one eye .....one-half (½) the principal sum

(d) The Company shall insure its regular and temporary team members against accidental death or disability resulting from travel by air on company business. Terms, conditions and benefits under this policy shall be equivalent to those under the BC Government's policy. The existing benefits will not be decreased during the life of this Agreement.

(e) The Company and the Union agree to implement an advanced payment program for the terminally ill as per Appendix 7.

### 25.5 Group Life Benefits For Terminally Ill

(a) Death must be "*expected*" within twelve (12) months. The team member's attending physician will be required to provide sufficient medical information, including the team member's diagnosis and prognosis, to allow us to assess the life expectancy.

- (b) Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
- (c) Authorization from the policy holder must be submitted with the team member's request.
- (d) The amount of the payment will be fifty percent (50%) of the Life Insurance coverage, subject to a maximum of forty thousand dollars (\$40,000).
- (e) A signed release will be obtained from the insured team member prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

### 25.6 Medical Examination

Where the Company requires a team member to submit to a medical examination or medical interview, it shall be at the Company's expense and on the Company's time, other than a medical exam required under Appendix 2, 1.4.

### 25.7 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the Extended Health Care, Dental, and Group Life Insurance Plans shall be forwarded to the President of the Union.
- (b) The Company will include the following statement in the introduction of any pamphlet explaining the highlights of benefit plans; *"if you are an included team member, these benefits have been negotiated on your behalf by the B.C. Government and Service Employees' Union and the Company"*.

### 25.8 Designation of Spouse

Where a team member has designated a common-law spouse for benefit coverage under this Agreement and the team member wishes to designate another common-law spouse, a period of twelve (12) months must elapse before the newly designated common-law spouse and eligible dependent(s), if any, are entitled to benefit coverage.

### 25.9 Team Member Assistance Program Referral

- (a) A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
  - (b) The Company and Union recognize that a wide range of problems can adversely affect an employee's performance and that the parties have a responsibility to offer and provide assistance in helping resolve these problems in an effective and confidential manner at the earliest possible time.
  - (c) For the purpose of this policy, *"personal problems"* will be identified with issues such as marital or legal difficulties, financial concerns, psychological/stress related situations, drug and alcohol abuse and so forth.
  - (d) An employee will be considered absent due to illness and will receive the benefits for which they are eligible, pursuant to company policy and the Collective Agreement when:
    - (1) they require time off from work for medical counselling or treatment appointments recommended by the referral agent and subsequently approved by the Supervisor. (Approval will only be withheld in exceptional circumstances)
- OR
- (2) they are unable to work, but is following a prescribed program of treatment.

OR

- (3) they are accepted into the program through a voluntary, company, union, fellow employee or family referral.
- (e) An employee will continue to be eligible for benefits under (4) above, so long as they are cooperating fully in following the prescribed course of treatment.
- (f) The employee will be responsible for costs and expenses not normally covered by the Company medical and benefit plans, which are associated with their treatment program such as actual cost of residential treatment for chemical dependency. However, the Company will ensure that transportation and accommodation costs will be provided to the employee when referral necessitates travel.
- (g) When an employee's job performance demonstrates the existence of a problem, the employee's immediate supervisor in consultation with the appropriate Manager, Human Resources, shall discuss the employee's job performance in detail with the employee privately and/or in conjunction with a union representative.
- (h) Where an employee is absent due to illness based on psychological/stress related situations, an appointment will be arranged immediately, by the appropriate Manager, Human Resources, with an employee assistance counsellor.
- (i) If the employee's job performance continues to deteriorate, the employee's immediate supervisor, in consultation with the appropriate Manager, Human Resources, shall discuss the employee's job performance in detail with the employee, and if the employee wishes, in conjunction with the union representative.
- (j) If job performance continues to deteriorate and the employee cannot or will not improve their job performance, an appointment will be arranged immediately by the appropriate Manager, Human Resources, with an employee assistance counsellor. Copies of all records and documents pertaining to an employee's unsatisfactory job performance and an employee assistance referral form signed by the employee and the appropriate Manager, Human Resources, will be forwarded to the counsellor.
- (k) Should an employee decline any assistance or fail to reasonably follow a prescribed course of treatment and should their problems continue to have an adverse effect on performance, the employee will be subject to normal disciplinary procedures.

## ARTICLE 26 - WORK CLOTHING

### 26.1 Supply of Required Uniforms

- (a) Where the Company requires designated team members to wear a uniform, the uniform shall be supplied at no cost to the team member.

Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not required as a result of negligence by the team member.

- (b) The cost of approved cleaning, laundering and repairing will be borne by the Company. The Company agrees to continue the present practise of providing an allowance of twenty dollars (\$20) per month for this purpose where arrangements have not been made for cleaning, laundering and repairing.

### 26.2 Union Label

All apparel supplied by the Company shall be union-made if it is readily available.

### 26.3 Protective Clothing

- (a) Protective clothing is understood to mean wearing apparel, which protects the team member's clothing from excessive dirt, grease, sparks or chemicals.

- (b) The Company agrees to supply one pair of individual issue coveralls per week to all painters, plus plant issue rubber boots, aprons, gloves and goggles where appropriate when team members are cleaning or washing machinery or equipment.
- (c) Any individual issue item described above must be worn by the team member on a regular basis or the Company reserves the right to cancel this issue.

Where the Company supplies items listed above the Company agrees to bear the cost of approved laundering and repairs. It may be necessary in some locations for the Company to provide the apparel and a laundering allowance.

- (d) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not required as a result of negligence by the team member.

#### **26.4 Safety Equipment**

The Company will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Company's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Company shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:

- (a) hard hats and liners where required;
- (b) safety gloves;
- (c) safety or welding goggles and helmets;
- (d) respirators;
- (e) protective hearing devices;
- (f) safety footwear: all eligible team members shall be entitled to an annual reimbursement of one pair of safety boots/shoes up to one hundred and fifty dollars (\$150) per calendar year;
- (g) prescription safety glasses: all eligible team members shall be entitled to reimbursement up to two hundred and fifty dollars (\$250) every two (2) calendar years.

Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not required as a result of negligence by the team member.

### **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

#### **27.1 Pay Days**

Team members shall be paid wages and salaries every other Friday. Each team member's pay shall be deposited to their account at either a chartered bank or credit union or trust company located in British Columbia. The team member's itemized pay statement shall be mailed to the team member's mailing address or be provided through the company's e-post program to ensure confidentiality. If the pay deposit is not available on the payday, the Company shall arrange for the team member to be provided with an adequate advance on their salary.

#### **27.2 Rates of Pay**

Effective May 1, 2008, rates of pay will be as per Appendix 1B.

#### **27.3 Substitution Pay**

- (a) When a team member temporarily substitutes in and performs the principal duties of a higher paying position, they shall receive the rate for the job, where a single rate is established. If a salary range is established they shall receive the minimum rate of the new salary range or the rate in the new



salary range which is the closest step to eight percent (8%) above their current rate, whichever is greater, but not more than the top of the new salary range. Team members on sick leave, special leave or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Substitution pay is not payable when a team member has not been designated by the Company to substitute, or where a team member's current position normally requires periodic substitution in the higher position as defined in the functional job description.

Payment for leave under Article 20.1 and 20.2 will be made at a team member's basic pay, except if a team member has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) days preceding their leave, in which case, they shall receive the higher rate.

- (b) (1) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified team member in the appropriate classification, subject to the team member ability to perform the job.
- (2) Appointment to substitute in supervisory level positions shall be made on the basis of merit, in accordance with Article 12.1(c).
- (3) Subject to the provisions of Article 27.4 where an established supervisory position normally exists, it shall be the normal practise that a substitute be designated in accordance with this article.
- (c) Where a position is temporarily vacant and relief is required, regular team members shall be given the opportunity to relieve in higher paying positions and every effort will be made to arrange for replacements in the lowest paying category.
- (d) Notwithstanding the text of this article, any request for a reclassification which results in a Joint Job Evaluation Committee decision where the resultant pay grid is less than the current pay grid, then the salary for such a team member will be grandfathered.

#### **27.4 Rate of Pay on Reclassification and Promotion**

- (a) When a team member is promoted or reclassified to a higher paying position in the salary schedule, the team member will receive the rate for the position if a single salary or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) The above does not apply to new classifications established pursuant to Article 28.3.

#### **27.5 Pay on Temporary Assignment**

A regular team member temporarily assigned for a period of six (6) months or less, to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

#### **27.6 Salary Protection and Downward Reclassification of Position**

- (a) A team member shall not have their salary reduced by reason of:
  - (1) a change in the classification of their position; or
  - (2) placement into another position with a lower maximum salary,

that is caused other than by the team member.

That team member shall not receive negotiated salary increases until the salary of the team member's new classification equals or exceeds the salary, which the team member is receiving.

When the salary of the team member’s new classification equals or exceeds the salary, which the team member is receiving, the team member’s salary will be implemented at the maximum step of their new classification.

That team member shall receive the full negotiated salary increases for their new classification thereafter.

All existing team members will be grandfathered in the event of downward reclassification of position.

(b) Changes in classifications or placements made pursuant to Article 13 - Layoff and Recall are covered by (a) above.

**27.7 Vehicle Allowance**

Vehicle allowances for all distances travelled on company business shall be paid to team members required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the team member’s place of residence only when the team member is required to have their vehicle at work for use in the performance of their duties. Thirty-two (32) kilometres is the maximum distance to and from the team member’s place of residence to be paid for under this allowance.

Effective upon ratification:  
52¢/km up to ..... 5,000 km  
46¢/km after ..... 5,000 km

The parties agree to utilize the Canada Revenue Agency automobile allowance rates for each year during the term of the Collective Agreement. Rates will be effective the first of the month following published prescribed CRA rates.

**27.8 Meal Allowances**

(a) Team members on travel status away from their regular work location overnight shall be entitled to a meal allowance for the time spent away from their regular work location. Meal allowances shall be:

Effective upon ratification:  
Breakfast ..... \$11.50  
Lunch ..... \$13.25  
Dinner ..... \$22.25

(b) Team members on travel status from their regular work location on a day trip shall be entitled to a lunch allowance for the time spent away from their regular work location, with entitlement for breakfast only if starting time is at least two (2) hours before the normal starting time and with entitlement for dinner only if finishing time is at least two (2) hours after normal finishing time.

(c) A field status team member shall be eligible for a lunch time meal allowance when they are not aware of travel outside of the regular work location area prior to the day of travel and when the team member is outside their regular work location area during the lunch time meal period.

(d) Team members attending functions where meals are provided are not allowed to claim such meal allowances.

**27.9 Isolation Allowance**

(a) (1) An isolation allowance of six dollars and fifty cents (\$6.50) per month per point shall be paid to team members, whom the company relocates, to the following locations:

Dease Lake..... 27 points  
Queen Charlotte City ..... 24 points  
Prince Rupert ..... 13 points

Should any location become or they cease to be isolated during the life of this Agreement, the Joint Committee shall agree on the addition or deletion of Isolation Allowances for that location.

(2) Team members at severely isolated locations with access to major centres only possible by water or extended travel over roads, which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.

This subsidy shall be in the amount of five hundred dollars (\$500), and is only payable in the event that the team members actually leaves the isolated area.

(b) Where a team member, who has been relocated by the Company or through a competition to an isolated location, gives not less than six (6) months' notice prior to retirement to relocate elsewhere in the province, the Company will pay the cost of moving the team member's household goods and effects in accordance with that part of the relevant regulations in effect at the time of the team member's retirement, providing that:

(1) The team member shall have served a minimum of three (3) years in the isolated location.

(2) The team member actually moves to a location in the province within three (3) months of the month in which they cease to be actively employed by the Company.

(3) For the purposes of this clause, the term "*isolated location*" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.

(4) For the purposes of this clause, the term "*retirement*" shall refer to a team member who is scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, or who has reached the retiring age.

#### **27.10 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to and from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon presentation of receipts.

#### **27.11 Abnormal Working Conditions - Premiums**

Except for plumbers and plumbers' helpers, a premium allowance of one dollar and twenty-five cents (\$1.25) per hour shall be paid in addition to regular rates of pay to team members in trades or helpers classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half ( $\frac{1}{2}$ ) hour.

(a) *Soldering, Welding and Cutting of Toxic Material*

A premium allowance of one dollar and twenty-five cents (\$1.25) per hour shall be paid in addition to regular rates of pay for team members required to weld or torch cut toxic material. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half ( $\frac{1}{2}$ ) hour.

#### **27.12 Upgrading Qualifications**

Where the Company requires a team member to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses as laid down in this Agreement will be borne by the Company.

**27.13 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for team members required to work away from their regular work location shall be paid in accordance with the agreed upon established regulations as approved by their manager.

**27.14 Relocation Expenses**

(a) Except as provided in (b) below, regular team members who have to move from one geographic location to another as successful applicants to a vacancy posting, pursuant to Article 12.3, or at the Company's request, shall be entitled to relocation expenses in accordance with Appendix 3. Team members shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

(b) Where a team member receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Company expenses on a pro rata basis.

(c) The provisions of (b) above do not apply to team members who resign to care for a depended child or who resign or are deemed to have resigned pursuant to Article 12.8, Article 13 or MOU #6.

**27.15 Retirement Allowance**

Upon retirement, a team member who has completed twenty (20) years of service with the Company and who, under the provisions of the *Pension (Public Service) Act*, is entitled to receive a superannuation allowance on retirement is entitled to an amount equal to their salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ( $\frac{1}{5}$ ) of their monthly salary. The team member may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

**27.16 Telephone Allowance**

Team members on travel status who are required to obtain overnight accommodation shall be reimbursed for one (1) five (5) minute receipted telephone call home to or within British Columbia for each night away.

**27.17 Salary Rate on Demotion**

When a team member is demoted the team member shall receive the rate for the position if a single salary. If a salary range is established the maximum reduction shall be the closest step to eight percent (8%), but where the differential between the team member's salary before demotion and the maximum salary of the lower position is greater than eight percent (8%), the new salary shall be the maximum of the new position.

**27.18 Hourly, Daily and Partial Month Calculations**

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Monthly Salary} \times 12 \text{ Months}}{26 \text{ Biweekly Pay Periods}} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70 \text{ Hours}} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the team member's daily shift by the hourly rate.

**27.19 Work Time Records**

- (a) Any change to a team member's record of time worked, which affects their wages, shall be accompanied by notification to the team member. Should the team member disagree with their supervisor as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right, on reasonable notice, to inspect the team member's work and overtime records.
- (b) All daily rate team members shall submit a time sheet on a daily basis to their supervisor.

**27.20 Annual Permits, Licences and Certificates**

- (a) A team member who is designated by the Company to hold the Provincial and/or Municipal Annual Electrical Permit(s) under the *Electrical Safety Act and Regulations* (04/91), and who holds an unrestricted certificate shall receive a monthly allowance of seventy-five dollars (\$75.00).
- (b) A team member who is designated by the Company to obtain and hold an annual operating permit, licence or certification required by legislation and regulations as listed below, shall receive a monthly allowance of fifty dollars (\$50.00):
- Gasfitting Permit
  - Refrigeration/Air-conditioning Permit
  - Pesticide/Procurement Licence
  - Waste Water Treatment Certificate
  - Power Engineering Certificate
  - Potable Water Licence
- (c) The cost of obtaining and renewing the credential required by the permit, including examination and renewal fees shall be borne by the Company. Time off with pay to write an examination shall be granted when required.

**27.21 Family Care Expenses**

- (a) Where a team member is requested or required by the Company to attend, family care expenses - will not exceed two (2) days.
- (b) Company-endorsed education, training and career development activities two (2) days per calendar year which are not included in the normal duties of the team member's job, and are outside their regular work location or geographic location, such that the team member incurs additional child care expenses, the team member shall be reimbursed for the additional child care expense up to fifty dollars (\$50) per day, upon production of a receipt - and to not exceed two (2) days.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the team member's home can provide the child care.
- (d) The receipt shall be a signed statement including the dates, the hourly rate charge, the hours of care provided and shall identify the caregiver/agency.

**27.22 Lodging Allowance**

Except where the lodging is supplied by the Company, team members who stay in non-commercial lodging shall be entitled to fifty dollars (\$50) per day, effective May 1, 2005.

**27.23 Qualified Registered Professional Fees**

Regular full-time team members who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered Chartered

Accountant, Certified Management Accountant, Certified General Accountant shall be reimbursed for membership or licensing fees to a maximum of two hundred dollars (\$200) annually.

## ARTICLE 28 - JOB EVALUATION

### 28.1 Position Descriptions

The Company agrees to supply the President of the Union or their designate with the position descriptions for those classifications in the bargaining unit.

### 28.2 Job Evaluation Plan

(a) The administration of the Job Evaluation Plan will be consistent with the Gender Neutral Joint Job Evaluation Manual for Job Description, Classification and Salary/Wage Administration. This manual will be reviewed and updated as required by April 30, 2006 and is contained in a separate booklet and is considered part of this Agreement and its provisions shall apply as if set forth.

(b) The manual explains the preamble, purpose, definitions and the thirteen factors for classifying positions; and the agreed methods for describing and classifying the job; applying the job description and classification and maintaining the job descriptions and classifications.

### 28.3 Job Evaluation and Salary Assignment

Evaluated positions have been described and classified in accordance with the provisions of 28.2 and a rate of pay applied to team members in the position or job in accordance with the salary scale set out in Appendix 1 of this Agreement.

### 28.4 Job Evaluation Appeal

(a) A team member who feels their position is incorrectly classified shall request through their immediate excluded supervisor a copy of their current job description and classification and a job review questionnaire.

(b) The team member shall complete the job review questionnaire to outline their current duties and responsibilities and discuss this with their immediate excluded supervisor.

(c) The team member shall submit a written request for a position classification review and a copy of the review questionnaire to the Corporate Human Resources Department with a copy to the union Co-Chair of the Joint Job Evaluation Committee.

(d) Human Resources will review and where necessary prepare an updated position description and reasons for classification for discussion at the next scheduled meeting of the Joint Job Evaluation Committee. The Joint Job Evaluation Committee shall mutually agree on a joint meeting schedule.

(e) Appeals will be adjudicated by the Joint Job Evaluation Committee in accordance with the process outlined in "*the Manual*" described in 28.2. The Joint Job Evaluation Committee shall meet at the request of either party at a mutually agreeable time and place. Team members shall not suffer any loss of basic pay. Team members shall be on leave of absence and shall be reimbursed for expenses by the Union.

## ARTICLE 29 - TEMPORARY TEAM MEMBERS

### 29.1 Letter of Appointment

A temporary team member shall receive a letter of appointment clearly stating their employment status and expected duration of employment which will not exceed one hundred eighty (180) days.

## 29.2 Seniority

Temporary team members will not hold any seniority; however, they will be given preferred status over external applicants when applying for any posted vacancy. If a temporary team member continues employment beyond one hundred and eighty (180) days they will automatically be reclassified to either part-time or regular status. On the 181<sup>st</sup> day, a team member who has been reclassified to either part-time or regular will be provided an adjusted service date to the date they were employed as a temporary. Should the temporary team member be released after ninety (90) days but prior to one hundred and eighty (180) days, the Company will not be able to hire another temporary person for at least another ninety (90) days.

## 29.3 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21 and 25 of this Agreement do not apply to temporary team members. The provisions of other articles of this Agreement apply to temporary team members except as otherwise indicated.
- (b) Time spent at court by a temporary team member in their official capacity shall be at their regular rate of pay.
- (c) Court actions arising from employment which require a temporary team member's attendance at court, shall be with pay.
- (d) Any temporary who is eligible to vote in a federal, first nations, provincial or municipal election or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.
- (e) Temporary team members shall be entitled to the provisions of Article 20.1, Bereavement Leave after completing four hundred (400) hours.

## 29.4 Health and Welfare

Temporary team members shall receive compensation of in lieu of health and welfare benefits of fifty-eight cents (\$0.58) per hour worked, up to a maximum of forty dollars and sixty cents (\$40.60).

## 29.5 Designated Paid Holidays

- (a) Temporary team members who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday. If a team member normally works in excess of seven (7) hours per day, they shall be compensated for the holiday after working one hundred five (105) hours in the previous thirty (30) days. This clause does not apply to team members who have been terminated and are not on layoff status.
- (b) A temporary team member who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular team members in the same situation, as outlined in Article 17 of this Agreement.

## 29.6 Annual Vacation

A temporary team member will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Temporary team members shall receive their earned vacation biweekly.

# ARTICLE 30 - GENERAL CONDITIONS

## 30.1 Tool Allowances

- (a) (1) Other than team members classified as tradesperson(s) or helpers, team members will not be required to supply work tools.

(2) The Company will replace the team member's hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the team member. Replacements will be of equal quality.

(b) The parties recognize that it is the responsibility of a tradesperson to supply their personal hand tools as required to perform their duties.

### **30.2 Indemnity**

#### *(a) Civil Actions*

Except where the Joint Committee considers that there has been flagrant or wilful negligence on the part of a team member, the Company agrees not to seek indemnity against a team member whose actions result in a judgment against the Company. The Company agrees to pay any judgment against a team member arising out of the performance of their duties. The Company also agrees to pay any legal costs incurred in the proceedings including those of the team member.

#### *(b) Criminal Actions*

Where a team member is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the team member shall be reimbursed for reasonable legal fees.

#### *(c) Legal Services*

The Company shall provide for legal services in the defence of any legal proceedings involving the team member (so long as no conflict of interest arises between the Company and the team member) or pay the legal fees of counsel chosen by a team member.

#### *(d) Notification*

In order that the above provisions shall be binding upon the Company, the team member shall notify the Company immediately, in writing, of any incident or course of events which may lead to legal action against them or when they first become aware that there is a possibility of such action arising.

(e) Where a team member is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Company will provide either legal counsel or, at the Company's option, reimbursement of reasonable legal fees incurred in such defences.

### **30.3 Payroll Deduction**

A team member shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings.

### **30.4 Political Activity**

#### *(a) Municipal and School Board Offices*

Team members may seek election to municipal and school board offices provided that:

(1) The duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a company team member.

(2) There is no conflict of interest between the duties of the municipal or school board office and the duties of the team member's company position.

Where municipal council or school board meetings are held during the team member's normal working hours, the Company shall grant leave without pay to attend such meetings.



Before team members may receive remuneration in municipal or school board offices they must notify, in writing, their immediate excluded supervisor.

(b) *Federal and Provincial Offices*

There are no restrictions other than the deed of secrecy on team members engaging in political activities on their own time as campaign workers. If a team member is nominated as a candidate for election, the team member shall be granted leave without pay in accordance with Article 20.4 (a) to engage in the election campaign. If elected, the team member shall be granted leave of absence in accordance with Article 20.4 (c). If not elected, the team member shall be allowed to return to their former position.

### 30.5 Copies of Agreements

(a) The Union and the Company desire every team member to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Company shall print sufficient copies of the Agreement for distribution to team members. The Company will provide copies of the printed agreement for distribution by the Union within 90 days of the date of signing of the Agreement by both parties. The Company and the Union agree to share the cost of the production of all copies of the Collective Agreement.

(b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
BROOKFIELD/LEPAGE JOHNSON CONTROLS –  
WORKPLACE SOLUTIONS, INC.  
(BLJC-WSI)  
and the  
BC GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Agreement made this \_\_\_ day of \_\_\_\_, 20 \_\_

(c) The Agreement shall be printed in a union shop and bear a recognized union label.

### 30.6 Travel Advance

Regular team members, who are required to travel on company business, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### 30.7 Lockers

Where working conditions or weather require regular team members to have additional clothing available at their regular point of assembly then the Company shall provide appropriate secure individual lockers within the assembly room building.

### 30.8 Non-related Duties

Team members shall not perform, nor be required to perform duties, which are not related to the company's business.

### 30.9 Tradesperson

Tradespersons will take technical orders only from MTL or management, including written orders. Technical orders are defined as orders requiring specific technical knowledge or qualification on how to perform the task.

**30.10 Shift Engineers**

- (a) The term "*Shift Engineer*" used in this Agreement shall include a certified Power Engineer, or a Building Maintenance Engineer while operating a heating plant.
- (b) Shift Engineers on shift work shall eat their meals at their place of duty while on duty.
- (c) Shift schedules on a twenty-four (24) hour basis will be applied as per Appendix #4 except as may be altered by mutual agreement at the local level.

Within the confines of the schedules and operational requirements the placement of maintenance workdays, lieu days and the sequence of shift rotation may be agreed to at the local level provided no short changeover, as described in Article 15.4 occurs.

**30.11 Private Vehicle Damage**

Where a team member's vehicle is damaged by a person in the care or custody of the provincial government, or as a direct result of the team member being employed by the Company, the Company shall reimburse the team member the cost of any deductible portion of insurance coverage on that vehicle up to five hundred dollars (\$500).

**30.12 Personal Property Damage**

Where a team member's personal possession(s) is/are damaged while performing their duties for the Company, the Company shall pay up to a maximum of one hundred dollars (\$100), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eyewear.

**30.13 Disclosure of Information**

The Company and the Union recognize that it is in the public interest for team members to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No team member shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) A team member shall direct their concern or allegation to the team member's immediate supervisor.
- (b) If the team member feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the team member may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the names(s) of individual(s) involved, the dates(s) the wrongdoing is alleged to have occurred and any supporting documentation in the team member's possession, or of which the team member is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the team member's notice and will investigate and take such action as may be required respecting the allegation. If the team member feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.
- (e) Where the team member is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the team member may refer the matter in writing to the President of the Company, including the detailed information outlined above.

(f) These procedures do not relieve a team member from the requirements of their company responsibilities, nor do these procedures restrict the team member from exercising their rights or obligations under any applicable statute.

### **30.14 Transfer of Team Members Out of the Bargaining Unit**

The Company agrees to endeavour to maintain the job security of its employees and, for the purpose of carrying out this article, the Company agrees that it will consult with the Union as soon as the Company is aware of any decision which will result in the transfer of employees of the Company to any other employer. Where such transfers occur, those transferred employees will be recognized as in service applicants when applying for regular positions for a period of one year from the effective date of the transfer.

Team members may apply for included positions as an internal applicant.

When a team member is promoted to an excluded position as an internal applicant, they will maintain their seniority for a period of one (1) year from the date of promotion.

### **30.15 Managerial/Supervisory Authority**

Management will exercise authority in an appropriate manner.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the company's managerial/supervisory rights and responsibilities.

The dispute resolution procedures that shall be utilized are the same as grievances under Article 8.

## **ARTICLE 31 - SAFEGUARDING VULNERABLE PEOPLE**

### **31.1 Purpose**

The parties recognize that within the Public Sector there are team members whose work assignments brings them in contact with vulnerable individuals for whom the BC Government has statutory responsibility. It is in the public interest that such team members do not have a history of behaviour, which is incompatible with such assignments.

The parties recognize that a team member's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the government's responsibility of safeguarding vulnerable people.

Vulnerable people include children and adults with physical and/or mental disabilities.

### **31.2 Confidential Disclosure**

Within twenty (20) days of a request by the Company a team member shall provide the Company with such authorization and information as the police may require in order to establish whether a record exists in areas of crime incompatible with such assignments. The Company shall not be entitled to consider police records other than those arising from the above mentioned crimes.

Refusal to provide the necessary information shall render the team member ineligible to work with vulnerable people. Upon failure or refusal to provide the necessary information the team member shall be given twenty (20) workdays notice of removal from the assignment. Such team members shall have the options outlined in Article 13. During the notice period the team member shall be assigned duties, which do not involve vulnerable people or will be paid in lieu of work.

Where a team member provides false or misleading information, the Company may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

Where the Vice President, Property Management has called for a team member name, the team member shall have an opportunity to make written explanation regarding the record as it relates to their suitability.

The Employer will render a team member suitable or unsuitable and all records will then be destroyed.

A team member that is not cleared for work shall be given twenty (20) working days notice or removal from the assignment

Any discussion shall be subject to the grievance procedure commencing at Step 3 within thirty (30) days of the written decision being received.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This Agreement shall be binding and remain in force effective May 1, 2008 to April 30, 2012.

### **32.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 1, 2012, but in any event not later than midnight February 28, 2012.
- (b) Where no notice is given by either party prior to February 28, 2012, both parties shall be deemed to have been given notice under this section on February 28, 2012 and thereupon Article 31.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Company shall be given by the President or designate.

### **32.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Article 32.2 of this Agreement, the parties shall, within ten (10) days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

### **32.4 Changes in Agreement**

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

### **32.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

### **32.6 Effective Date of Agreement**

The provisions of this Collective Agreement, except where otherwise stated, shall come into full force and effect on the date of ratification of this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Brian Fellows  
Senior Vice-President - Operations

\_\_\_\_\_  
Keith Wealick  
Bargaining Committee

\_\_\_\_\_  
Wayne Rothenberger  
Director, Human Resources Consulting

\_\_\_\_\_  
Bill Shannon  
Bargaining Committee

\_\_\_\_\_  
Kevin Ihlen  
Regional Director

\_\_\_\_\_  
Drew McCredie  
Bargaining Committee

\_\_\_\_\_  
Christine Babic  
Human Resources Specialist

\_\_\_\_\_  
Brent Gentner  
Bargaining Committee

\_\_\_\_\_  
Tom Runnalls  
Bargaining Committee

\_\_\_\_\_  
Barbara Offen  
Staff Representative – Negotiations

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

## APPENDIX 1 – INCLUDED CLASSIFICATION RATES

## Appendix 1A

| POSITION TITLE                             | <i>x Indicates a valid step for this position</i> |                      |                      |                      |
|--|---|----------------------|----------------------|----------------------|
|  | PAY GRID  | 1 <sup>st</sup> Step | 2 <sup>nd</sup> Step | 3 <sup>rd</sup> Step |
| Accounts Payable Supervisor                | 10  | x                    | x                    | x                    |
| Bldg Mech Mtce Person                      | 7   |                      |                      | x                    |
| Bldg Mtce Engineer                         | 11  |                      |                      | x                    |
| Bldg Mtce Person                           | 4   |                      |                      | x                    |
| Carpenter                                  | 10  |                      |                      | x                    |
| Chief Power Engineer                       | 14  |                      |                      | x                    |
| Cleaner                                    | 1   |                      |                      | x                    |
| Cost & Value Analyst                       | 16  | x                    | x                    | x                    |
| District Accountant                        | 13  |                      | x                    | x                    |
| Electrician                                | 12  |                      |                      | x                    |
| Electronics Technologist                   | 15  | x                    | x                    | x                    |
| Financial Analyst                          | 13  |                      | x                    | x                    |
| Gardener                                   | 6   |                      |                      | x                    |
| Grounds Mtce Spvr                          | 8   |                      |                      | x                    |
| Horticultural Technician                   | 11  | x                    | x                    | x                    |
| Intermediate Clerk (A/P, Payroll, Finance) | 3   |                      | x                    | x                    |
| Machine Operator 1                         | 3   |                      |                      | x                    |
| Machine Operator 3                         | 4   |                      |                      | x                    |
| Maintenance Team Leader                    | 14  |                      |                      | x                    |
| Operations Spvr Cleaning                   | 7   |                      |                      | x                    |
| Operations Spvr Services                   | 10  |                      |                      | x                    |
| Painter                                    | 10  |                      |                      | x                    |
| Plumber                                    | 11  |                      |                      | x                    |
| Project Assistant                          | 7   | x                    | x                    | x                    |
| Project Coordinator                        | 11  | x                    | x                    | x                    |
| Property Mgt Assistant                     | 5   |                      | x                    | x                    |
| Security Officer (Riverview)               | 5   |                      |                      | x                    |
| Security Officer (Robson Square)           | 4   |                      |                      | x                    |
| Service Centre Spvr                        | 7   |                      |                      | x                    |
| Service Delivery Leader                    | 14  |                      |                      | x                    |
| Shift Engineer                             | 8   |                      |                      | x                    |
| Technician                                 | 14  | x                    | x                    | x                    |
| User Analyst (App Support, Tech Support)   | 9   | x                    | x                    | x                    |
| Coop Student (Graduate)                    | 5   |                      | x                    |                      |
| Coop Student (Undergraduate)               | 2   |                      | x                    |                      |

## Appendix 1B

| Grid | Eff. May 1, 2008 - 3% |           |           | Eff. May 1, 2009 - 3% |           |           | Eff. May 1, 2010 - 4.5% |           |           | Eff. May 1, 2011 - 4.5% |           |           |
|------|-----------------------|-----------|-----------|-----------------------|-----------|-----------|-------------------------|-----------|-----------|-------------------------|-----------|-----------|
|      | Step 1                | Step 2    | Step 3    | Step 1                | Step 2    | Step 3    | Step 1                  | Step 2    | Step 3    | Step 1                  | Step 2    | Step 3    |
| 1    | \$13.5482             | \$14.4559 | \$15.4246 | \$13.9547             | \$14.8896 | \$15.8873 | \$14.5826               | \$15.5597 | \$16.6022 | \$15.2388               | \$16.2598 | \$17.3493 |
| 2    | \$15.4261             | \$16.4596 | \$17.5624 | \$15.8889             | \$16.9534 | \$18.0893 | \$16.6039               | \$17.7163 | \$18.9033 | \$17.3511               | \$18.5135 | \$19.7540 |
| 3    | \$17.5641             | \$18.7410 | \$19.9965 | \$18.0910             | \$19.3032 | \$20.5964 | \$18.9051               | \$20.1718 | \$21.5233 | \$19.7558               | \$21.0796 | \$22.4918 |
| 4    | \$18.3070             | \$19.5336 | \$20.8424 | \$18.8562             | \$20.1197 | \$21.4676 | \$19.7048               | \$21.0250 | \$22.4337 | \$20.5915               | \$21.9712 | \$23.4432 |
| 5    | \$19.0815             | \$20.3599 | \$21.7240 | \$19.6539             | \$20.9707 | \$22.3758 | \$20.5383               | \$21.9144 | \$23.3827 | \$21.4626               | \$22.9005 | \$24.4349 |
| 6    | \$19.8886             | \$21.2211 | \$22.6430 | \$20.4852             | \$21.8577 | \$23.3223 | \$21.4071               | \$22.8413 | \$24.3718 | \$22.3704               | \$23.8692 | \$25.4685 |
| 7    | \$20.7299             | \$22.1187 | \$23.6007 | \$21.3518             | \$22.7823 | \$24.3087 | \$22.3126               | \$23.8075 | \$25.4026 | \$23.3167               | \$24.8788 | \$26.5457 |
| 8    | \$21.6068             | \$23.0544 | \$24.5991 | \$22.2550             | \$23.7460 | \$25.3371 | \$23.2565               | \$24.8146 | \$26.4772 | \$24.3030               | \$25.9312 | \$27.6687 |
| 9    | \$22.5206             | \$24.0296 | \$25.6396 | \$23.1963             | \$24.7505 | \$26.4088 | \$24.2401               | \$25.8643 | \$27.5972 | \$25.3309               | \$27.0281 | \$28.8390 |
| 10   | \$23.4734             | \$25.0460 | \$26.7242 | \$24.1776             | \$25.7974 | \$27.5259 | \$25.2656               | \$26.9583 | \$28.7646 | \$26.4025               | \$28.1714 | \$30.0590 |
| 11   | \$24.4662             | \$26.1056 | \$27.8546 | \$25.2002             | \$26.8887 | \$28.6902 | \$26.3342               | \$28.0987 | \$29.9813 | \$27.5192               | \$29.3632 | \$31.3305 |
| 12   | \$25.5013             | \$27.2098 | \$29.0329 | \$26.2663             | \$28.0261 | \$29.9039 | \$27.4483               | \$29.2873 | \$31.2496 | \$28.6834               | \$30.6052 | \$32.6558 |
| 13   | \$26.5800             | \$28.3608 | \$30.2610 | \$27.3774             | \$29.2117 | \$31.1688 | \$28.6094               | \$30.5262 | \$32.5714 | \$29.8968               | \$31.8999 | \$34.0371 |
| 14   | \$27.7042             | \$29.5604 | \$31.5410 | \$28.5353             | \$30.4472 | \$32.4872 | \$29.8194               | \$31.8173 | \$33.9491 | \$31.1613               | \$33.2491 | \$35.4768 |
| 15   | \$28.8762             | \$30.8108 | \$32.8751 | \$29.7424             | \$31.7351 | \$33.8614 | \$31.0808               | \$33.1632 | \$35.3851 | \$32.4795               | \$34.6556 | \$36.9775 |
| 16   | \$30.0976             | \$32.1142 | \$34.2658 | \$31.0006             | \$33.0776 | \$35.2938 | \$32.3956               | \$34.5661 | \$36.8820 | \$33.8534               | \$36.1216 | \$38.5417 |

## APPENDIX 2 – SHORT AND LONG TERM DISABILITY PLAN

## Part 1 – Short Term Illness and Injury Plan

## 1.1 Eligibility

- (a) Regular team members shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of active service with the Company.
- (b) Regular team members with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy five-percent (75%) pay in any one calendar year.
- (c) Regular team members with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 workdays) of coverage, consisting of the above six (6) days, or what remains of the six (6) days' entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of two hundred ten dollars (\$210) or the EIC maximum weekly sickness benefit, whichever is higher.
- (d) (1) Notwithstanding (a), (b) and (c) above, where a regular team member is on a claim recognized by the Workers' Compensation Board while the team member was on the company's business, they shall be entitled to leave with pay up to one hundred and fifty-two one hundred and fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2.
- (2) Company and team member contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
- (3) During the leave period, while they are on WCB, the team member will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those team member deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the team member would receive if they had continued to work, the Company will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Company.

(e) Pay for a regular part-time team member under this Plan shall be based on their part-time percentage of full-time employment at date of present appointment.

## **1.2 Short Term Plan Benefit**

(a) In the event a team member is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence (Short Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) accumulated sick leave credit under the old sick leave plan;
- (2) compensatory time off (CTO);
- (3) banked earned time off (ETO), excepting where scheduled in a shift schedule;
- (4) vacation entitlement.

## **1.3 Recurring Disabilities**

Team members who return to work after being absent because of illness or injury, and within thirty (30) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 2, 1.2(a).

Where a team member is returning to work after a period of illness or injury and where Joint Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the team member is receiving short-term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

Team members who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

## **1.4 Doctor's Certificate of Inability to Work**

The Company may require a team member who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the Province of BC, or
- (b) where necessary, from a medical practitioner licensed to practise in the Province of Alberta or the Yukon, or
- (c) the consulting physician to whom the team member is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the team member's inability to work in any of the following circumstances:
  - (1) Where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) Where the team member has been absent for six (6) consecutive scheduled days of work;
  - (3) Where at least thirty (30) days have elapsed since the last statement was obtained and the team member has been in receipt of plan benefits throughout that period.



With the exception of the Company's STIIP form and doctor's certificates referenced above, where the Company requires a medical assessment from the team member's physician specifying the team member's employment limitations and/or capabilities, the team member will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment.

Benefits will cease to be paid when a team member fails to provide satisfactory evidence of medical disability during the benefit period.

### **1.5 Integration with Other Disability Income**

Short-term benefits will be reduced by all other disability income benefits to which the absent team member is entitled except disability income which was being received prior to the illness or injury resulting in the team member being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) Any amount the absent team member receives from any insurance, wage continuation or pension plan of the Company;
- (b) Any amount of disability income provided by any compulsory *Act* or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (a) One hundred percent (100%) of pay, or
- (b) The applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the team member will be required to provide satisfactory evidence of their total monthly income.

This section does not apply to a war disability pension paid under an *Act* of the Government of Canada or other Commonwealth countries.

Notwithstanding the above, where a team member makes a successful wage loss claim against a third party for an injury for which the team member received or would receive STIIP benefits, the Company will be entitled to recover or decrease plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceeds one hundred percent (100%) of pay.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when a team member is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit outside of BLJC-WSI;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the team member being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay;

(h) not actively engaged in a treatment program where the team member's physician determines it to be appropriate to be involved in such a program. A team member shall be afforded the opportunity to demonstrate there were reasonable ground for not being engaged in a treatment program.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave, parental or adoption leave,

which prevents the team member from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

### **1.7 Team Member to Inform Supervision**

The team member shall inform management as soon as possible of their inability to report to work because of illness or injury. The team member shall inform the Company of the date of return to duty, in advance of that date, in order that relief scheduled for that team member can be notified.

### **1.8 Entitlement**

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time team members and partial days will be on a prorated basis.

### **1.9 EIC Premium**

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved Illness and Injury Plan will be returned to the Company.

### **1.10 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular team members who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

## **Part II – Long Term Disability Plan**

### **2.1 Eligibility**

- (a) Regular full-time team members shall be covered by the Long Term Disability Plan upon completion of six (6) month's active employment with the Company. To be covered by the plan, a regular part-time team member must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) month's active service in such a position.
- (b) A team member who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the team member returns to active employment.

- (c) Coverage in the plan is a condition of employment.

## 2.2 Long Term Disability Benefit

In the event a team member, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the team member has been totally disabled for seven (7) months, including periods approved in Section 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) While the team member has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When a team member has no sick bank, or after it is exhausted, the team member shall receive a monthly benefit equal to the sum of:
- (1) Effective upon ratification sixty-eight and three-tenths percent (68.3%) of the first twenty-two hundred dollars (\$2,200) of monthly earnings; and
  - (2) Fifty percent (50%) of the monthly earnings above twenty-two hundred dollars (\$2,200).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Company.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent seven (7) month period.

- (c) The Long Term Disability benefit payment will be made so long as a team member remains totally disabled in accordance with Section 2.3, and will cease on the date the team member recovers, or at the end of the month in which the team member reaches age 65, or resigns or dies, whichever occurs first.
- (d) A team member in receipt of long-term disability benefits will be considered a team member for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans for a period of up to two (2) years from the date the plan went into effect. (*See MOU #7 for benefits beyond two [2] years.*) Team members will not be covered by any other portion of a collective agreement except for Clause 7.4(e) but will retain the right of access to the Joint Committee established there under and will retain seniority rights should they return to employment.
- (e) When a team member is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Superannuation will be waived by the Company.
- (f) A team member engaged in rehabilitative employment with the Company and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Company, except that Superannuation contributions shall be deducted from any salary received from the Company to cover the period of rehabilitative employment.

## 2.3 Total Disability

- (a) Total disability, as used in this plan, means the complete inability because of an accident or sickness, of a covered team member to perform all the duties of their own occupation for the first two (2) years of disability except where accommodation has been made which enables the team member to work:
- (1) in their own occupation, or
  - (2) in a job other than their own occupation.

Where accommodation has been made which enables a team member to return to work they will not be considered totally disabled and the rate of pay shall be the rate of pay for the job.

If the rate of pay for this job is less than the rate of pay of the team member at the date of disability, the team member's salary will be protected in accordance with Clause 27.6 at the team member's basic rate at the date of disability.

After the first two (2) years of total disability, where accommodation has been made that enables a team member to return to a job other than their own occupation, the team member will not be considered totally disabled and their basic rate shall be the basic rate for the job or seventy-five percent (75%) of the basic rate of their own occupation, whichever is greater.

After the first two (2) years of total disability, team members able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that a team member who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability a team member must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If a team member becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan up to one hundred percent (100%) of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this plan exceed one hundred percent (100%) of the team member's earnings at the date of disability, the benefit from this plan will be further reduced by the excess amount.

*"Rehabilitative employment"* shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled team member to an allowance, provided such rehabilitative employment has the approval of the team member's doctor and the Company.

The rehabilitative employment of a disabled team member will continue until such time as the team member's earnings from rehabilitative employment reach one hundred percent (100%) of the team member's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by a team member during a period of total disability and if such earnings are derived from employment, which has not been approved of as rehabilitative employment by their doctor and the Company, then the regular monthly benefit from the plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that a team member has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while a team member is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the team member is receiving a benefit under Section 2.2(b).

## 2.4 Exclusions From Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while a team member is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) a disability known to the Company and which was specifically taken into account by the Company at time of hiring.

## 2.5 Pre-Existing Conditions

A team member shall not be entitled to long-term disability benefits from this plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present team members who have been continuously employed since April 1, 1987.

## 2.6 Integration With Other Disability Income

In the event a totally disabled team member is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose, and
- (b) any amount the disabled team member receives from any group insurance, wage continuation or pension plan of the Company that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory *Act* or law, and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled team member is entitled or to which they would be entitled if their application for such a benefit were approved, and;
- (e) any amount of disability income provided by any group or association disability plan to which the disabled team member might belong or subscribe.

The amount by which the disability benefit from this plan is reduced by other disability income will normally be the amount to which the disabled team member is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this plan.

Notwithstanding the above, where a team member makes a successful wage loss claim against a third party for an injury for which the team member received or would receive LTD benefits, the Company will be entitled to recover or decrease plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceeds one hundred percent (100%) of pay subject to the following:

- (a) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Company's share of total claim recovery.

- (b) The existence of an action commenced by or on behalf of a team member does not preclude the Company from joining the team member's action or commencing an action on its own behalf respecting the benefits paid.
- (c) Where the Company or the team member intends to commence or join such an action, they shall advise the other in writing of that intention.

## **2.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this plan, a team member returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that, team member whether related to the preceding disability or not, shall be considered a new disability and the disabled team member shall be entitled to benefit payments in accordance with the provisions of this plan.

In the event the period during which such a team member has returned to work is less than six (6) months and the team member again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled team member shall be entitled to benefit payments in accordance with the provisions of this plan as though they had not returned to work.

Should such a team member suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the team member returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the team member shall be entitled to benefit payments in accordance with the provisions of this plan. If the period during which the team member returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled team member shall be entitled to benefit payments in accordance with the provisions of this plan.

## **2.8 Cessation Of Plan Coverage**

A team member shall cease to be covered by this plan at the earliest of the following dates:

- (a) at the end of the month in which the team member reaches their sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Company.

Cessation of active employment as a regular team member shall be considered termination of employment except when a team member is on authorized leave of absence with or without pay.

Benefits will not be paid when a team member is serving a prison sentence.

## **2.9 Leave Of Absence**

Team members on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of twelve (12) months of absence without pay. If a team member on leave of absence without pay or with partial pay, who has elected coverage under this plan, becomes disabled, benefits under this plan will be based upon monthly earnings immediately prior to the current leave of absence.

## **2.10 Benefits Upon Plan Termination**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this plan to disabled team members who become disabled while covered by this plan prior to its termination.

## **2.11 Contributions**

The cost of this plan will be borne by the Company.

## **2.12 Waiver of Contributions**

Team member contributions to this plan shall be waived with respect to disabled team members during the time such a team member is in receipt of disability benefit payments from this plan.

## **2.13 Claims**

- (a) Long-term disability claims will be adjudicated and paid by the Insurance Company. Any dispute with regards to the adjudication of their claim will be between the team member and the insurance company.
- (b) (1) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.  
(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, a team member will have sixty (60) days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the sixty (60) day appeal period in (1) above will not commence until the claims-paying agent renders its decision based on the medical evidence provided.

Where the team member fails to provide further satisfactory medical evidence within the sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

Where a team member has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the team member will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period a team member will continue to be covered by group life, extended health, dental and medical plans.

## **2.14 Physical Examination**

The Company, at its own expense shall have the right and be given the opportunity to have a medical doctor appointed by the Company examine, as often as it may reasonably require, any team member whose injury, sickness, mental or nervous disorder is the basis of claim upon this plan.

## **2.15 Canadian Currency**

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

## **2.16 Administration**

The Group Administrator will be the administrator of the plan. All questions arising as to the interpretation of this plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Collective Agreement.

## **2.17 Implementation by Regulation**

The provisions of this plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

### **APPENDIX 3 – RELOCATION EXPENSES**

The company will provide moving expenses on a two tiered system which will be implemented in the following fashion:

#### **Tier 1**

If the Company initiates a move which requires the team member to relocate the following applies:

- (a) Fifteen thousand dollar (\$15,000) limit (with receipts).

- (b) GVRD/GVD – the transfer must require the team member to travel more than thirty-two (32) km further from their home.
- (c) Other districts – the transfer requires the team member to travel more than fifty (50) km further than their home.

The Company will also reimburse the team member for the following travel expenses:

- (a) One (1) week of hotel expenses while house hunting, upon the provisions of the approved receipts.
- (b) Two (2) weeks of hotel expenses at the new location where the team member is unable to move into their new accommodations immediately.
- (c) Meals as required for the team member and their family during the times identified in 1 and 2 above and as per Article 27.9 as a guideline.

## **Tier 2**

If the team member requests a move which will require the team member to relocate, the following applies:

- (a) Ten thousand dollar (\$10,000) limit (with receipts).
- (b) GVRD/GVD – the transfer must require the team member to travel more than fifty (50) km further from their house.
- (c) Other districts – the transfer must require the team member to travel more than one hundred (100) km further from their home.



## APPENDIX 4 –WORK SCHEDULES

The following are examples of work schedules for other than Heating Plants, which may be established by mutual agreement at the local level, pursuant to Article 14.3 and Article 30.10.

| Length of Scheduled Workday | Shift Pattern | Workdays Scheduled | Workdays Required | Surplus | Days of Rest       | Provisions for Stat. Holidays | Stat. Holidays on Shut Down | Stat. Holidays Lieu Days |
|-----------------------------|---------------|--------------------|-------------------|---------|--------------------|-------------------------------|-----------------------------|--------------------------|
| 7 hours                     | 5:2           | 250                | 250               | 0       | 104                | Shut Down                     | 11                          | --                       |
| 7 hours                     | 5:2           | 261                | 250               | 0       | 104                | Work                          | --                          | 11                       |
| 7 hours<br>30 minutes       | 5:2           | 250                | 233               | 17      | 104                | Shut Down                     | 11                          | --                       |
| 7 hours<br>30 minutes       | 5:2           | 261                | 233               | 18      | 104                | Work                          | --                          | 10                       |
| 7 hours<br>30 minutes       | 2:1<br>5:2    | 243                | 233               | 0       | 122                | Work                          | --                          | 10                       |
| 7 hours<br>47 minutes       | 4:3<br>5:2    | 224                | 224               | 26      | 130                | Shut Down                     | 11                          | --                       |
| 8 hours                     | 5:2           | 250                | 219               | 31      | 104                | Shut Down                     | 11                          | --                       |
| 8 hours                     | 2:1           | 243                | 218               | 15      | 122                | Work                          | --                          | 10                       |
| 8 hours                     | 5:2<br>4:3    | 224                | 219               | 5       | 130                | Shut Down                     | 11                          | --                       |
| 8 hours                     | 5:2<br>4:3    | 235                | 219               | 6       | 130                | Work                          | --                          | 10                       |
| 8 hours<br>30 minutes       | 2:1           | 243                | 206               | 28      | 122                | Work                          | --                          | 9                        |
| 8 hours<br>45 minutes       | 4:3           | 198                | 200               | -2      | 156-2<br>154       | Shut Down                     | 11                          | --                       |
| 8 hours<br>45 minutes       | 4:3           | 209                | 200               | 0       | 156                | Work                          | --                          | 9                        |
| 8 hours<br>50 minutes       | 4:3           | 198                | 198               | 0       | 156                | Shut Down                     | 11                          | --                       |
| 9 hours                     | 5:2           | 250                | 194               | 56      | 104                | Shut Down                     | 11                          | --                       |
| 9 hours                     | 5:2           | 261                | 194               | 58      | 104                | Work                          | --                          | 9                        |
| 9 hours                     | 2:1           | 243                | 194               | 40      | 122                | Work                          | --                          | 9                        |
| 9 hours<br>30 minutes       | 2:1           | 243                | 184               | 51      | 122                | Work                          | --                          | 9                        |
| 10 hours                    | 5:2           | 250                | 175               | 75      | 104                | Shut Down                     | 11                          | --                       |
| 10 hours                    | 1:1           | 171.5              | 175               | -3.5    | 182.5-3.5<br>= 179 | Shut Down                     | 11                          | --                       |
| 10 hours                    | 1:1           | 182.5              | 175               | 0       | 182.5              | Work                          | --                          | 7.5                      |
| 10 hours                    | 2:1           | 232                | 175               | 57      | 122                | Shut Down                     | 11                          | --                       |
| 10 hours                    | 2:1           | 243                | 175               | 59      | 122                | Work                          | --                          | 8                        |

**APPENDIX 5 –GEOGRAPHIC REGIONS**

(a)

- |  |   |
|--|---|
| <p><b>(1) South Vancouver Island</b><br/>Victoria<br/>(Capital Regional District)</p> <p><b>(2) Lower Mainland/Fraser Valley</b><br/>Abbotsford<br/>Squamish<br/>Vancouver (GVRD)</p> <p><b>(3) Mid North Vancouver Island</b><br/>Campbell River<br/>Courtenay<br/>Nanaimo<br/>Port Alberni</p> <p><b>(4) Thompson Okanagan/Kootenays</b><br/>Kamloops<br/>Kelowna<br/>Merritt<br/>Penticton<br/>Salmon Arm<br/>Summerland<br/>Vernon</p> | <p><b>(5) Kootenays</b><br/>Cranbrook<br/>Nelson</p> <p><b>(6) Peace River/Dawson Creek/Fort St. John</b></p> <p><b>(7) North Coast</b><br/>Dease Lake<br/>Prince Rupert<br/>Queen Charlotte City<br/>Smithers<br/>Stewart<br/>Terrace</p> <p><b>(8) Central Interior</b><br/>Prince George<br/>Williams Lake</p> |
|--|---|

(b) *Cross Reference to Article 13.5 (Geographic Location Definition)*. The geographic locations shall be as follows for the purpose of Article 13 only:

- (1) Vancouver Island
- (2) Lower Mainland/Fraser Valley (Powell River to Boston Bar)
- (3) Thompson Okanagan/Kootenays (South of Williams Lake)
- (4) Peace River/North Coast/Central Interior (Williams Lake and North)

**APPENDIX 6 –PRE-RETIREMENT LEAVE/SICK BENEFIT PAYOUT ON DEATH**

(a) A team member scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, or who has reached the retiring age, shall be entitled to:

(b) A special paid leave for a period equivalent to fifty percent (50%) of their accumulated sick leave credit, to be taken immediately prior to retirement, or

(c) A special cash payment of an amount equivalent to the cash value of fifty percent (50%) of their accumulated sick leave credit, to be paid immediately prior to retirement and based upon their current rate of pay.

(1) Sick leave credit for the purpose of this article means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(2) Where a team member is permitted to purchase a period of war service under the *Pension (Public Service) Act* at retirement, they may use all or part of their entitlement for the purchase of war service.

(d) *Sick Benefit Payout on Death*

Where a team member dies while in the employ of the Company, a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of their accumulated sick leave credits shall be paid to the team member's beneficiary as defined by Superannuation records, or, where there is no beneficiary, to the team member's estate.

Sick leave credits for the purpose of this article means credit accumulated prior to January 1, 1978, which has not been utilized prior to death.

**LETTER OF UNDERSTANDING #1**  
**List of Single Arbitrators**

Further to our discussions at negotiations regarding Article 9.2 (a) or Article 9.10, the parties agree to use the following arbitrators for the term of the Collective Agreement:

Robert Pেকেles                      Chris Sullivan  
Irene Holden

These arbitrators are subject to change by mutual agreement.

**MEMORANDUM OF UNDERSTANDING #1**  
**Modified Workweek**

The Company shall examine proposals for the introduction of modified workweek schedules on a trial basis and will implement any schedules, which can be shown to increase the productivity of the Company.

The procedure for approval and implementation of a modified workweek schedule shall be as follows:

- (a) Prior to implementation of a modified workweek schedule for a work group at a point of assembly the proposed schedule shall be presented by a representative of the Union to the District Director or the Head Office Manager. The proposed document shall demonstrate in writing to the satisfaction of the District Director or Head Office Manager that there shall be an increase in productivity upon implementation. If this increase in productivity can be shown the schedule shall be introduced for a one year trial period.
- (b) If a proposal to implement a modified workweek is rejected at this level it may be appealed to the entire Management Committee for final resolution.
- (c) At the end of a one year trial period and each subsequent year thereafter, the Management Committee shall review the modified workweek. Where it is found to have caused a decrease in productivity, the Management Committee shall have the right to alter or rollback the modified workweek to the prior work schedule upon thirty (30) days notice.

The Company believes in opportunities to improve the efficiency, productivity and customer/team member satisfaction through the possible implementation of modified work schedules. Therefore, either party may propose the introduction of a modified schedule or any schedule which can be shown to increase productivity and maintain or improve customer/team member satisfaction. In the opinion of the Company, will be implemented.

Should it become apparent that the new schedule is not achieving the criteria as outlined above, either party may bring forward alternatives to be considered by management.

**MEMORANDUM OF UNDERSTANDING #2**  
**Posting Procedure**

*Cross Reference to Article 12.2 (Postings)*

***Entry level positions (not posted):***

|  |                             |
|--|-----------------------------|
| Cleaner                                    | Machine Operator            |
| Security Officer                           | Building Maintenance Person |
| Property Management Assistant              |                             |
| Intermediate Clerk (A/P, Payroll, Finance) |                             |

***Local Postings (posted in the immediate local area):***

|   |                                |
|---|--------------------------------|
| Buildings Mechanical Maintenance Person | Service Centre Supervisor      |
| Grounds Maintenance Supervisor          | Operations Supervisor Cleaning |
| Cleaning Inspector                      | Project Coordinator            |
| Cleaning Supervisor                     | Shift Engineer                 |
| Gardener                                | Technicians                    |
| Machine Operator 1 & 3                  |                                |
| Project Assistant                       |                                |

All other positions shall be posted province wide.

**MEMORANDUM OF UNDERSTANDING #3**  
**Job Sharing**

This Memorandum is in effect on a trial basis for the life of the Collective Agreement.

Job sharing is the voluntary sharing of a full-time regular position by two (2) team members, one of whom is the full-time regular incumbent of the position. It is intended to better accommodate the hours of work of the team member to their personal needs where it is operationally feasible.

Only the regular incumbent of the position can initiate a request to establish a job share arrangement.

Approval of any requests for a job share arrangement is at the discretion of the excluded manager, subject to operational requirements.

The regular incumbent will be allowed to reduce time at work by fifty percent (50%). The job share partner will work the remaining fifty percent (50%).

Seniority, pay and most benefits will be granted on a prorated basis. The following benefits are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan, air travel insurance and minimum group life insurance.

Job sharing partners will perform work at the same classification level.

A job sharing agreement may be terminated by either of the partners or the excluded manager on thirty (30) days notice. One or both of the job sharing partners may be required to reassume working full-time hours in a like position with no reduction of pay, pending the replacement of a job sharing partner or a decision on how the position will be filled. It is at the discretion of the excluded manager to decide on how the position will be filled.

**MEMORANDUM OF UNDERSTANDING #4**  
**Telecommuting**

Telecommuting is defined as a dedicated status team member who is performing regular work duties from a location that is remote from the team member's regular work location.

Teleworkplace is the location at which the team member and the Company have mutually agreed the team member will telework. It does not include a workplace maintained and operated by the Company.

Telecommuting is voluntary and may be terminated with two (2) weeks notice by either the team member who is telecommuting or the excluded manager. The parties agree that no team member shall be required to telecommute.

While involved in telecommuting, individuals continue to be team members of the Company and retain all rights and benefits of the Collective Agreement. Team member status, salary, benefits and job responsibilities will not change due to participation in telecommuting.

The Company and team member will mutually set the hours of work.

The Company will provide the equipment necessary to perform the tasks identified for telecommuting. Liability for cost, maintenance or replacement of the equipment will be the Company's. The team member will be expected to properly handle and house the equipment. Such equipment and supplies shall remain the property of the Company and must be returned if the team member's employment is terminated or if the telecommuting arrangement is terminated. The team member will also ensure that all long distance costs associated with the provided business line are for company business purposes only, and that the home based office is maintained from a safety and health perspective.

The team member will ensure that the equipment and supplies provided by the Company are used only for the purpose of carrying out the company's business.

Team members who work at home will manage dependent care and personal responsibilities in a way, which allows them to successfully meet the job responsibilities. Telecommuting is not a substitute for dependent care.

The team member who works at home is responsible for adhering to all local bylaws and zoning requirements and providing dedicated office space with adequate office furniture for use during telecommuting days. The team member is also responsible for establishing and maintaining a safe work space, which is free from hazards and other dangers to team members and equipment.

**MEMORANDUM OF UNDERSTANDING #5**  
**Identification of Operational Efficiencies**

The parties agree to jointly identify operational efficiencies which result in savings to the Company. These efficiencies will be identified in consultation with team members and in accord with the following intent with respect to gainsharing.

Gainsharing will measure performance against valid baselines or targets and distribute gains in accordance with an agreed upon formula.

Gainsharing payouts will be based upon realized, tangible and measurable gains excluding interest, gains on disposals and significant items outside the influence of the team members.

All team members will receive prorated payout based on the number of seniority hours during the fiscal year excluding team members who have been terminated.

Gainsharing payments will be declared within sixty (60) days of fiscal year end. This may be extended by mutual agreement.

Under this initiative, there will be an opportunity for team members to share in a percentage of the financial gains achieved through identified improvements in company performance. In addition, benefits will be directed to the Company and its clients.

The Joint Gainsharing Committee, made up of two (2) management and two (2) union appointed representatives, are responsible for monitoring and evaluating program effectiveness, adjusting measures or other program details as required. This plan will remain in effect as long as it is embraced by the Company and its team members.

The parties agree to meet at the request of either party, but not less than once per year during the term of this Collective Agreement.

Union representatives will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Union.

The parties may consider proposals that contribute to improved corporate performance. These include proposals, which streamline decision making, improve work practises, and enhance customer service.

All Company departments are covered by this Agreement and will contribute to the identification of cost savings and efficiencies.

The parties are committed to maximizing the opportunities afforded by gainsharing and agree to focus on the elimination of obstacles to achieving cost savings and efficiencies in the delivery of company services.

#### **MEMORANDUM OF UNDERSTANDING #6 Employment Security**

- (a) It is the intent of the parties, where possible, to avoid layoffs that may be caused by reorganization, program termination, relocation, closures, etc.
- (b) Where reorganization, program termination, relocation, closures, etc. occur, the Company will first attempt to minimize the impact on regular team members within the geographic locations in Appendix 6 through the following:
  - (1) cancellation of contracts for employment agency personnel;
  - (2) cancellation of personal service contracts where a surplus regular team member qualified to do the work can be replaced;
  - (3) layoff of limited term and temporary team members.
- (c) Should layoffs be necessary, the provisions of Article 13 - Layoff and Recall, shall apply.
- (d) Regular team members with more than three (3) years seniority who are placed into vacancies in accordance with Article 13, shall have their salaries protected pursuant to Clause 27.6 of the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #7**  
**Re: Appendix 2 Part II 2.2(d)**

This Memorandum of Understanding shall apply to employees who are in receipt of LTD premiums at the time of ratification and those who receive LTD during the term of the Collective Agreement.

Employees who are in receipt of LTD beyond two (2) years shall be entitled to continue to receive employer paid extended health benefits.

Both parties understand and agree that all of WSI's obligations pursuant to this Memorandum of Understanding shall terminate for all purposes in the event that WSI ceases, for whatever reason, to be a service provider to Accommodation and Real Estate Services ("ARES").