

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

ACCIONA FACILITY SERVICES CANADA LTD.

For the Period:

October 1, 2016 to September 30, 2020

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement. The parties agree to foster and promote an environment free from harassment.

Encourage the practice and procedures of collective bargaining between the Employer and the Union as the freely chosen representative of our employees.

Encourage the cooperative participation between the Employer and the Union in resolving workplace issues, adapting to changes in the economy, developing workforce skills and developing a workforce and a workplace that promotes productivity.

1.02 Human Rights Code

- a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

1.03 Respectful Conduct in the Workplace

The parties are committed to promoting a work environment in which all those who enter the workplace will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents and patients should expect to be treated in an environment where the risk of violence is minimized.

The Employer has policies for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and managers regarding expectations and consequences of

inappropriate behavior, aggression and violence.

Individuals who work for the Employer are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behavior toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behavior;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 1.08 and Article 7 of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

1.04 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systemic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

1.05 Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

1.06 Support

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

1.07 Nothing in the above definition or any application thereof is intended to reduce, restrict or fetter the Employer's policies or Employer's right and ability to manage and/or discipline its employees.

1.08 Procedure for Filing Complaints

- The Union and the Employer recognize the right of employees to work in an environment free from bullying or harassment, including sexual harassment.
- An employee who wishes to pursue a concern may register a complaint in writing with the Employer or through the Union to the Employer designate.
- If a complaint is registered, it shall be handled in a timely manner in accordance with the Employer's bullying and harassment policies.
- All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.
- Unresolved complaints may be pursued through the grievance procedure initiated after this process has been completed.
- Both the complainant and the alleged harasser shall be entitled

to Union representation if they are members of the bargaining unit.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

During the life of this Agreement, the Employer recognizes the Union as the sole bargaining agency on behalf of the employees who are classified in Appendix A as bargaining agent with respect to wages, hours of work and terms and conditions of employment.

2.02 Union Shop

- (a) All employees who are classified in Appendix A shall maintain membership in the Union as a condition of employment by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.
- (b) Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of union dues, or an amount equal to union dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of union dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provision shall not be applicable to the employee:

Article 7 - Grievance Procedure

2.03 Union Check-Off

- The Employer agrees to the monthly check-off of all union dues, assessments, initiation fees and written assignments of amounts equal to union dues.
- The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the employer in a period not to exceed twenty-one (21) days after the date of deduction.
- The Employer shall provide the Union's provincial office with a list of all employees hired, and all employees who have left the employ of the employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel.
- The Employer agrees to sign into the Union all new employees whose jobs are covered under Appendix A in accordance with the provisions of Art 2.02.
- The Employer shall supply each employee, without charge, a receipt (T4) in a form acceptable to the Canada Revenue Agency for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year.
- The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.
- Twice every calendar year (February and August) the Employer shall provide to both the secretary treasurer of the local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel.

2.04 New Employee Orientation

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to thirty (30) minutes during the monthly orientation meetings for new employees. The secretary treasurer of the Local shall receive a list of new employees hired a minimum of 72 hours before having to meet with those employees as per the above.

2.05 Shop Stewards

- (1) The Employer agrees to the operation of a Shop Steward system, which shall be governed by the following: There will be a maximum of four (4) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward or Union Committee member, shall be appointed by the Union as Chief Shop Steward and may present or assist in the presentation of any grievance.
- (4) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee Member shall obtain the permission of his/her immediate supervisor or designate, prior to leaving and returning to their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Badges and Insignia

Employees shall be permitted to wear union pins and shop steward badges.

2.07 Bulletin Boards

The Employer shall provide space for two bulletin boards for the posting of legitimate Union materials as approved for posting by the Steward or his/her alternate.

2.08 Notice of Union Representative Visits

The Union shall inform the Employer when any representative of the Union intends to visit the worksite for the purpose of conducting Union business. Such visits shall not interfere with the Employer's operation.

ARTICLE 3 - DEFINITIONS

"Common-Law Spouse" means two people who have cohabited as spousal partners for a period of not less than one (1) year.

"Employer" means Acciona Facility Services Canada Limited.

"Bargaining Unit" means those employees classified in Appendix A working at and from 1952 Bay Street in Victoria, British Columbia.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the Union acknowledges that the employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - STRIKES, LOCKOUTS, LEGAL PICKET LINES

5.01 No Strikes or Lockouts

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the Employer lock-out bargaining unit employees.

5.02 Legal Picket Line

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code of B.C.* shall not constitute cause for discipline or dismissal. An employee who refuses to cross or work behind a picket line pursuant to this Article shall be considered to be absent without pay.

5.03 Force Majeure/Act of God

It is understood that events, which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice, scheduling and other similarly impacted items in this Agreement will not be complied with.

ARTICLE 6 – UNION/MANAGEMENT COMMITTEE

6.01 Union/Management Committee

- a) A Union/Management Committee shall be established, consisting of three (3) employees chosen according to the Union's practice and may include the Secretary Business Manager of the Union or his/her designate, and three (3) representatives of management (the Employer) as the case may be.
- b) The Committee shall meet for the purpose of discussion and, if possible, resolution of any matter of mutual concern. Such meetings may discuss issues related to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

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- i) Reviewing matters, other than grievances, related to the maintenance of good relations between the parties;
 - ii) Correcting conditions causing grievances and misunderstandings;
 - iii) Fostering the development of work related skills and promoting work place productivity.
 - iv) Workload issues raised by the parties.
- c) The Union members on the committee shall ensure any agenda items from the Union are forwarded to the Employer one week before the scheduled meeting. The Employer agenda items shall be added, and a proposed written agenda shall be distributed to Committee members by the Employer at least seventy-two (72) hours before the meeting.
- d) Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the meeting.
- e) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- f) Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Committee.
- g) The committee shall meet at least once every ninety (90) days. If necessary, meetings may be set more often by mutual agreement of the Parties. The meetings shall be held at a time and place fixed by mutual agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Investigations

A shop steward or Union committee member shall obtain the permission of their immediate supervisor prior to leaving their work duties to undertake Union responsibilities. Such permission will

not unreasonably be withheld where operational requirements permit. Paid leave will be granted for:

- (a) investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement;
- (b) attending meetings called by management;
- (c) investigation of employee complaints of an urgent nature.

The shop steward or Union committee member agrees to notify his/her supervisor on resuming his/her normal duties.

7.02 Right to Have Steward Present

The employee shall have the right to have Union representation present at any discussion with supervisory personnel where the supervisor intends to interview that employee for disciplinary purposes. The supervisor shall notify the employee in advance of the purpose of the meeting in order that the employee may contact his/her shop steward, providing that this does not result in an undue delay of the appropriate action being taken.

7.03 Grievance Procedure

For the purposes of this Agreement, a grievance is defined as:

- (a) A difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) Disciplinary action grievable by an employee includes the dismissal, discipline or suspension of an employee bound by this agreement and shall also include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through

the grievance procedure.

Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of twenty four (24) months from the date it was issued, provided there has been no further infraction.

7.04 All grievances, with the exception of grievances pertaining to dismissals or lay-offs shall proceed as follows:

Step 1 The employee shall take the difference to their immediate manager or designate with or without a Steward, at the employee's option, within seven (7) days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance.

Step 2 Failing settlement at Step 1, the employee, steward or a servicing representative shall within fourteen (14) days of the step 1 meeting, put the grievance in writing, including articles allegedly violated and remedies sought, and meet with the applicable manager or designate and endeavour to settle the matter. The Manager shall respond to the grievance in writing within seven (7) days of the Step 2 meeting.

Step 3 Failing settlement at Step 2, the Union committee shall, within twenty one (21) days of the employer's response in Step 2, meet with the applicable Manager/Director or designate to discuss the grievance.

At this step of the grievance procedure, each party shall exchange copies of all relevant documentation available to date. The findings or decisions of the Employer/Union shall be presented to the other party in writing within seven (7) days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under either Article 7.06 or 7.07 within thirty (30) days of the receipt of the final response at Step 3.

Grievances of a general nature shall be filed at step 2 of the

grievance procedure.

7.05 Dismissal or Lay-off Grievance

Within seven (7) days of a dismissal or lay-off, the Union may file a grievance at Step 3.

7.06 Arbitration

- (1) The following list constitutes the Arbitrators agreed to by the parties:
 - Irene Holden
 - Stan Lanyon
 - Colin Taylor
 - Corinn Bell
- (2) Arbitrators shall be appointed on a rotating basis.
- (3) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions of this Agreement in any way.
- (4) The Arbitrator's decision shall be final and binding on both parties.
- (5) The Parties will bear an equal proportion of the fees and expenses of the arbitrator.

7.07 Expedited Arbitration

- (1) Either party may refer an unresolved grievance to an expedited arbitration process within the time limits allowed at Step 3 of the grievance procedure. Arbitrators shall be chosen from the list of Arbitrators at Article 7.06 and must be able to comply with the terms of this article.
- (2) Dates and locations for expedited arbitration hearings shall be by mutual agreement in a location central to the geographic area in which the dispute arose.
- (3) All presentations are to be brief and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (4) Prior to rendering a decision, the Arbitrator may assist the

- parties in mediating a resolution to the grievance.
- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - (6) The decision of the Arbitrator is to be completed and delivered to the parties within three (3) working days of the hearing.
 - (7) Any decision of an Arbitrator is to be limited in application to that particular dispute and is without prejudice. Expedited arbitration decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
 - (8) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 - (9) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
 - (10) The Expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the provisions of Article 7.06.
 - (11) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

7.08 Time Limits

Time limits may be altered by mutual consent of the parties. The consent must be given in writing and will not be unreasonably withheld.

In circumstances whereby the party who originated the grievance does not follow the grievance process within the prescribed time limits and an extension has not been granted, the grievance will be deemed to have been abandoned. However, the party shall not be deemed to have prejudiced its position on any future grievance.

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS

8.01 The status of all employees covered by this agreement shall be defined under one of the following three definitions.

Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work an average of 37.5 hours to 40 hours per week. Regular full-time employees are entitled to all benefits outlined in this Collective Agreement.

Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than full-time hours per week (Reference Article 19.02). Regular part-time employees are entitled to all benefits outlined in this Collective Agreement on a prorated basis. Time worked as a casual will be added to their status as a part-time employee.

Casual Employees

A casual employee is one who is not regularly scheduled to work. Casual employees accumulate seniority based on the number of hours worked, excluding overtime, and are entitled to all benefits outlined in this Collective Agreement on a prorated basis.

ARTICLE 9 - EVALUATION REPORTS, PERSONNEL FILE

9.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for signature to agree or disagree with the evaluation. The employee shall sign the evaluation within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation where they have signed in agreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing.

9.02 Personnel File

Upon one (1) weeks' notice, an employee, or the Secretary-Business Manager of the Union, or designate, with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of the manager. The

review shall take place at the location where the file is maintained, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review her/his file for personal reasons.

9.03 The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 10– PROBATIONARY PERIOD

10.01 For the first four hundred and fifty (450) hours worked of continuous service with the Employer, an employee shall be a probationary employee. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining vacation and benefit entitlement.

10.02 Rejection during Probation

A rejection during probation shall not be considered a dismissal for the purpose of Article 7. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance, including interpersonal relations.

ARTICLE 11 – SENIORITY

11.01 Promotion, Transfer, Demotion

In the promotion, transfer or demotion of employees, required qualifications, work performance, ability and seniority shall be the determining factors. Each of the determining factors shall be accorded equal weight. If two (2) or more applicants are relatively equal, seniority shall be the deciding factor.

In the promotion, transfer or demotion of employees into a leadership role, consideration shall be given to efficiency, required qualifications, skills, work performance and abilities. If two (2) or more applicants are relatively equal, seniority shall be the deciding factor.

11.02 Qualifying Period

- (1) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the bargaining agent, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.
- (2) In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued benefits.
- (3) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined in paragraph (2) of this Section.

11.03 An employee temporarily promoted, transferred or demoted shall return to his/her former job and pay rate without loss of seniority and accrued benefits when the temporary promotion, transfer or demotion terminates.

11.04 Seniority Lists

The Employer agrees to provide twice per year in February and August an updated copy of the seniority lists, which will include the date of hire, employee's name, status, and seniority hours of all employees covered by this Agreement. The date of hire and seniority hours shall be subject to correction for error on proper representation by the Union within two (2) weeks of the posting of the lists.

Seniority shall include:

- (i) All regular full-time or regular part-time – all paid hours (whether worked or on paid absences) plus any regular scheduled hours through the first 20 days of any unpaid leave of absence to a maximum of 1 Full Time Equivalent (FTE).
- (ii) Casuals – all hours worked to a maximum of 1 FTE.

11.05 Loss of Seniority

Seniority status, once acquired, will be lost only for the following reasons:

- (a) voluntary resignation,
- (b) retirement,
- (c) discharged for just cause,
- (d) is absent from work by reason of layoff for more than six (6) months,
- (e) if a laid off employees fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail or courier,
- (f) failure to report for work for two (2) consecutive days without an acceptable reason.

ARTICLE 12 - JOB POSTINGS AND APPLICATIONS

12.01 Job Postings and Applications

- a) The Employer agrees that all bargaining unit vacancies or new jobs in excess of 45 calendar days shall be posted at the

worksite for a period of seven (7) calendar days on designated bulletin boards and a copy of all such postings shall be provided to the Secretary Business Manager or Union designate.

- b) The Employer shall also consider applications from those employees absent from their normal places of employment because of sick leave, annual vacation, union leave, compassionate leave or other leave and who have filled out an application form stating they would be interested in applying for should a vacancy or new job occur during their absence.
- c) If the vacancy is a temporary one of less than forty-five (45) calendar days, the position shall be filled as follows:
 - (i) Where practicable by qualified regular part time employees who have indicated in writing their desire to work in such position provided that they are trained and qualified to perform the work being assigned. Where the regular schedule of the part time employee conflicts with the temporary work, the employee shall be deemed to be unable to work, except that where the assignment is longer than five (5) days the employee shall be relieved of her/his regular schedule at the option of the employee.
 - (ii) In order of seniority by casual employees (see casual addendum).
 - (iii) If the application of this paragraph requires the Company to pay overtime to the employee, the proposed move need not be made.

12.02 Information on Postings

All job postings shall include the following:

- closing date of posting
- hours of work, including start and stop times and days off
- pay rate
- work area
- start date of position
- summary of job duties
- required qualifications

The hours of work, including stop and start times, days off, duties and work area may be subject to change provided that the change is consistent with operational requirements, the provisions of the Collective Agreement, and is not for arbitrary, discriminatory or in bad faith reasons.

12.03 The Employer shall, within three (3) calendar days of the successful applicant being notified, inform all applicants who are employees of the Employer of the name of the successful applicant by posting the name of the successful applicant on the Employer's bulletin board and informing all other applicants who were interviewed that another applicant was chosen.

12.04 The Employer agrees to supply to the union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

12.05 Float Positions

The Parties agree it may be operationally more efficient and cost effective to utilize regular status float positions for relief work as set out in the Casual Employees Addendum.

- (a) The employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 12.01.
- (b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- (c) The rate of pay shall be according to the job classification the Float position is covering.
- (d) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.
- (e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times

may vary, therefore this position(s) will be exempt from Article 18.01 (a), (b), and (c) – Scheduling Provisions.

ARTICLE 13 – JOB DESCRIPTIONS

13.01 The Employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain job title, qualifications and summary statement of duties, and date prepared.

The said job descriptions shall be provided in writing to the Chief Shop Steward and Secretary-Business Manager or designate.

13.02 Each regular employee shall be provided with a copy of the job description for his/her classification.

13.03 In case of a newly created classification or where an existing classification is changed to the extent that it becomes a new classification, the Employer will draft a new job description and meet with the Union to discuss the appropriate remuneration. If agreement cannot be reached on the remuneration the issue may be submitted to expedited arbitration. The arbitrator shall decide on the issue based on the relationship of the new classification to existing classifications in the bargaining unit.

If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 3 of the grievance procedure to review the remuneration. If an agreement cannot be reached the issue may be submitted to expedited arbitration. The arbitrator shall decide on the issue based on the relationship of the new classification to existing classifications in the bargaining unit.

Any decision to adjust the wage rate, either by the parties or the Arbitrator, shall be retroactive to the date the complaint was filed.

ARTICLE 14 - CONTRACTING OUT

14.01 The Employer agrees not to contract out any of the Employer's work presently performed by regular employees covered by this Agreement, which would result in the laying off of such employees.

14.02 Exceptions

The Employer has the right to contract for services when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or
- (c) an emergency occurs.

In the event of any of the exceptions as noted above, the Employer will notify the Union, in a timely manner, functions they intend to contract out except where an emergency exists.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 An employee shall be considered displaced by technological change when his/her services are no longer required as a result of automation or replaced by equipment, or the mechanization or automation of duties which cause the displacement and/or layoff of an employee.

15.02 Where the Employer intends to introduce technological change which affects the job security of at least twenty (20) percent of the regular employees within a division, the Employer shall give no less than sixty (60) calendar days' notice in writing to the Union.

15.03 The employer and the Union shall, within fourteen (14) days of the date of the notice, meet to review the effect of the change and what course of action is to be taken.

15.04 After notice has been given, the Employer and the Union will meet in good faith and endeavour to develop an adjustment plan on which the change will be made and may include the following:

- i) consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provisions in the Collective Agreement;
- ii) human resource planning and employee counselling and retraining;
- iii) notice of termination;
- iv) severance pay;
- v) entitlement to pension and other benefits including early retirement benefits;
- vi) a bipartite process for overseeing the implementation of the adjustment plan.

The parties agree that changes made to the Collective Agreement through the adjustment plan are enforceable.

ARTICLE 16 - REDUCTION IN WORKFORCE

16.01 The Employer will lay off regular employees in the reverse order of seniority within the classification provided those retained have the ability to do the work.

16.02 Reduction in Hours – Two weeks or less

In the event of a reduction in hours of less than two (2) weeks, a regular employee may choose one of the following options:

- i) accept the reduction in hours,
- ii) accept the reduction in hours and be assigned available casual hours ahead of casual call-in for work;
- iii) elect to take vacation leave.

16.03 Reduction or Increase in Hours (Layoff) – Greater than two weeks

In the event of a reduction or increase in hours of greater than two (2) weeks, the employee shall be considered laid off and may elect one of the following options:

- i) displace/bump a less senior employee where the employee has the ability to do the work.
- ii) be placed on the casual list or use their seniority rights for regular vacancies within the bargaining unit.
- iii) be placed on the recall list.
- iv) accept the reduction (not increase) in hours.

16.04 Bumping

In a layoff, the Employer shall supply to an employee and the Union designate a list of employees that may be bumped by the employee. The list of employees shall include their seniority hours, classification, work area, and hours of work including days off. An employee must exercise their bump option within three (3) days of receiving the list.

The employee shall receive the rate of pay for the new position.

16.05 Layoff Notice Period

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay in lieu as follows:

- (i) after three months' service: one weeks' pay or fourteen (14) days' notice.
- (ii) after one years' service: two weeks' pay or twenty one (21) days' notice.
- (iv) after three years' service: three weeks' pay or twenty eight (28) days' notice.
- (v) after four years' service: four weeks' pay or thirty five (35) days' notice.

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- (vi) after five years' service: five weeks' pay or forty two (42) days' notice.
- (vii) after six years' service: six weeks' pay or forty nine (49) days' notice.
- (viii) after seven years' service: seven weeks' pay or fifty six (56) days' notice.
- (ix) after eight years' service: eight weeks' pay or sixty three (63) days' notice.

A copy of the written notice shall also be sent to the Secretary Business Manager of the Union or his/her designate.

16.06 Recall Rights

- (a) Laid off employees shall retain recall rights for six (6) months.
- (b) Employees on recall may make themselves available for relief/casual work.
- (c) Laid off employees shall be rehired at their worksite in order of seniority, provided they have the ability to perform the duties of the posted position.
- (d) Employees on the recall list shall be considered as an internal applicant on all job postings.
- (e) When an employee on recall is a qualified applicant to a posting, then the Employer shall not consider applications for the vacancy from any less senior employees.
- (f) Laid off employees failing to report for regularly scheduled work within seven (7) days of the date of notification shall be considered to have terminated their employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.
- (g) When a laid off employee is successful in obtaining a posted position, he/she shall have no further rights with regard to recall.
- (h) Employees on recall shall not be removed from the recall list for turning down an offer of recall. At the end of the recall period an employee shall have the right to become a casual employee and be placed on casual lists with their seniority.

ARTICLE 17 - TRAINING

17.01 The Employer and the Union agree to promote, wherever possible, the training, retraining or in-service sessions of employees to improve their job skills related to their employment.

17.02 It is understood that an employee will be adequately trained to perform the assigned work. Employee or Union concerns and issues raised about training shall be brought forward to the Union/Management Committee for discussion.

17.03 The Employer may grant leave to allow employees to take additional courses related to their employment and such leave may be without pay or with partial pay.

17.04 Training of Employees

The initial and refresher training of employees shall be performed by management or lead hands.

“Orientation” is defined as:

A general introduction to the work area layout, area supply locations, and any procedures specific to the area. It will provide guidance and familiarization to work routines, physical set up, etc. so an employee can simply employ their existing skills and abilities.

ARTICLE 18 –SCHEDULING PROVISIONS

18.01

- a) i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least 14 calendar days in advance of their effective date.
- ii) The Employer may alter the scheduled work days and/or start and stop times of a regular employee without giving at least fourteen (14) calendar days advance notice, in emergency or circumstances beyond the Employer’s control.

- b) For regular employees, there shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise agreed by the employee.
- c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 20.
- e) Employees may exchange shifts with the prior approval of the Employer.

18.02 Shift Premiums

Employees shall be entitled to a shift premium of twenty cents (\$0.20) per hour for all hours worked on the evening shift. (effective October 1, 2017)

Evening shift shall be defined as any shift in which the major portion occurs between 4:00 p.m. (1600) hours and 12:00 Midnight (2400) hours.

Employees shall be entitled to a night shift premium of seventy five cents (\$0.75) per hour for all hours worked on the night shift.

Night shift is defined as any shift in which the major portions occurs between 12:00 midnight (2400) hours and 8:00 a.m. (0800) hours.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

19.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of unpaid meal periods, shall be an average of thirty-seven-and-a-half (37.5) hours to forty (40)

hours per week, or an equivalent, and the work shift shall be at least seven and one half (7.5) hours or an equivalent. It is understood that this does not constitute a guarantee of hours.

- (b) Employees who are scheduled to be on-call during an unpaid meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Regular employees shall not be required at any time to work more than six (6) consecutive shifts and shall receive two (2) consecutive days off, unless otherwise agreed between the Employer and the Union.

19.03 Rest Periods

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Where there is agreement between the Employer and the employee, rest periods may be combined to meet employee and operational requirements.

No employee shall work through their rest period or lunch period without first obtaining permission from their immediate supervisor/manager.

19.04 Meal Periods

All employees covered by this Collective Agreement working more than a five (5) hour shift shall receive a one-half (1/2) hour unpaid meal period, no more, no less. The employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ARTICLE 20 - OVERTIME

20.01 Employees requested to work in excess of the normal daily full time shift hours as outlined in Article 19.02, or who are requested to work on their scheduled off-duty days:

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(1) One and one half times (1 1/2 x) the employees regular hourly rate of pay for the first four (4) hours in excess of the normal full-time shift hours per day or the normal full-time weekly hours per week, and double time (2x) thereafter. All overtime shall be authorized by the Manager or designate in advance.

20.02 Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

20.03 Overtime shall be offered in order of seniority and qualifications. No employee shall be required to work overtime against her wishes when other qualified employees within the same classification are willing to perform the work. If no qualified employee is willing to work the overtime, it will be assigned to the most junior qualified employee.

20.04 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

20.05 For the purposes of calculating weekly overtime, hours paid at overtime rates will not be used for calculating further overtime payments.

20.06 A regular part-time employee who is working less than the normal hours per day, or normal days per week of a full time employee and who is requested to work longer than his/her regular work day, or work week, shall be at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday or work week of a full time employee.

20.07 At the written request of an employee, the Employer shall establish an overtime bank for the employee and credit all overtime wages to the bank, at the applicable overtime rates. When a bank is established, an employee may at any time request that the Employer do one or more of the following:

- (a) pay out all or part of the overtime wages credited to the overtime bank;
- (b) allow the employee to use all or part of the credited overtime to take time off with pay at a mutually agreed time;
- (c) close the overtime bank.

On termination of employment, the Employer shall pay the employee any amount credited to the overtime bank.

ARTICLE 21 – CALL BACK TO WORK

Employees called back to work shall be paid in accordance with Article 20.

ARTICLE 22– REPORTING PAY

22.01 Guaranteed Minimum Hours

Any employee, except those covered by Article 21, reporting for work at the call of the Employer, shall be guaranteed a minimum of:

- a) four (4) hours pay at the employee's classified straight time rate of pay if the employee commences work; or
- b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.
- (c) Weather Conditions Excepted.

If the reason for suspending work on any day is due to weather conditions, the minimum reporting pay shall be two (2) hours at the employee's classified straight time rate of pay.

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER RATED POSITIONS

23.01 In cases where an employee is required, during a scheduled shift, to relieve in a higher rated job, the employee shall receive the hourly rate of the higher rated job for any and all hours worked in that classification. If an employee is required to relieve in a higher rated position for one or more consecutive full shifts, they shall receive the higher rate for any and all hours worked.

23.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

ARTICLE 24 – PERSONAL VEHICLES/CELL PHONES

24.01 An employee will not be required to use his/her own motor vehicle or his/her own cell phone to conduct business of the Employer.

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Statutory Holidays

a) Employees will be entitled to ten (10) statutory holidays and such other holidays as may be in the future proclaimed by either the provincial or federal governments:

- | | | |
|------------------|-------------|---------------|
| New Years Day | Canada Day | Christmas Day |
| Thanksgiving Day | Labour Day | Family Day |
| Remembrance Day | Good Friday | Victoria Day |
| BC Day | | |

b) **Pay Calculation**

Statutory holiday pay shall be based upon the average percentage of available full time hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.

c) Employees shall be eligible for a statutory holiday provided they have worked on fifteen (15) of the last thirty- (30) days prior to the statutory holiday.

25.02 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) in addition to statutory holiday pay owing.

25.03 Subject to operational requirements, the Employer shall make every effort to schedule either Christmas or New Years Day off for regular employees so requesting.

25.04 If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each stat holiday so occurring.

25.05 Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WorkSafeBC payments for the days in question.

25.06 All employees scheduled to work on any of the statutory holidays as listed in Article 25.01 shall not have their normal hours of work reduced.

ARTICLE 26 - VACATIONS

26.01 The vacation earning/accrual year shall be from July 1st to June 30th each year, and the vacation year shall be January 1st to December 31st the year following the accrual start date.

Years of service shall be calculated based on an employee's start date, to one year after start date, then same dates each subsequent year.

Regular employees shall be credited for and granted vacations earned up to July 1st each year on the following basis:

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- (a) Regular employees who were regular status less than twelve (12) months prior to July 1st shall receive a partial vacation based on service to July 1st.
- i. 1st to 5th years of employment – 10 work days' vacation (regular employees shall be entitled to a vacation period of 10 working days, equivalent to 4% of the accrual years hours, excluding over-time).
 - ii. 6th to 10th years of employment – 15 work days' vacation (regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of the accrual years hours, excluding over-time).
 - iii. 11th to 15th years of employment - 20 work days' vacation (regular employees shall be entitled to a vacation period of 20 working days, equivalent to 8% of the accrual years hours, excluding over-time).
 - iv. 16th or more years of employment - 25 work days' vacation (regular employees shall be entitled to a vacation period of 25 working days, equivalent to 10% of the accrual years hours, excluding over-time).

(Effective July 1, 2019)

- (a) Regular employees who were regular status less than twelve (12) months prior to July 1st shall receive a partial vacation based on service to July 1st.
- i. 1st to 4th years of employment – 10 work days' vacation (regular employees shall be entitled to a vacation period of 10 working days, equivalent to 4% of the accrual years hours, excluding over-time).
 - ii. 5th year of employment – 11 work days' vacation (regular employees shall be entitled to a vacation period of 11 working days, equivalent to 4.4% of the accrual years hours, excluding over-time).
 - iii. 6th to 8th years of employment – 15 work days' vacation (regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of the accrual years hours, excluding over-time).

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- iv. 9th to 10th years of employment – 16 work days' vacation (regular employees shall be entitled to a vacation period of 16 working days, equivalent to 6.4% of the accrual years hours, excluding over-time).
 - v. 11th to 15th years of employment - 20 work days' vacation (regular employees shall be entitled to a vacation period of 20 working days, equivalent to 8% of the accrual years hours, excluding over-time).
 - vi. 16th or more years of employment - 25 work days' vacation (regular employees shall be entitled to a vacation period of 25 working days, equivalent to 10% of the accrual years hours, excluding over-time).
- b) Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations.

26.02 Vacation Scheduling

- (a) Employees shall submit their vacation requests in writing for the months of January, February and March by November 1st of the previous year. All vacation requests made by November 1st will be returned to employees by November 30th.

Requests received after November 1st (for the months of January to March) will be approved on a first come, first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

Employees shall submit their vacation requests in writing for the months of April to December by February 15th of each year. All vacation requests made by February 15th will be returned to employees by March 15th.

Requests received after February 15th (for the months of April to December) will be approved on a first come, first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the request.

All vacation request approvals or denials shall be in writing. The approved vacation schedule shall be posted on the bulletin board.

- (b) Where employee choices conflict, and they were submitted in a timely manner as per (a) above, employees seniority shall prevail in the choice of a vacation period.

26.03 Vacation Pay

Upon receipt of twenty one (21) days written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned.

26.04 Vacation Entitlement upon Dismissal

Upon termination of employment, earned but unused vacation will be paid out.

26.05 Reinstatement of Vacation Days – Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave for the duration of sickness or illness and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

26.06 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable upon an employee's death to the employee's estate.

ARTICLE 27 - COMPASSIONATE LEAVE

27.01 Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall

include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian or legal ward.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored. An additional two (2) consecutive days without pay shall be granted to employees who are required to travel 300 kilometers or more (one way) in order to attend the funeral.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

ARTICLE 28 - SICK LEAVE, WorkSafeBC, RETURN TO WORK

28.01 Regular employees shall be entitled to eight (8) days of sick leave per year, accrued at the rate of point six seven (0.67) days per month. Part time employees shall accrue sick leave days prorated to the hours paid. Any unused sick leave shall be carried over for future use.

The maximum accumulation of sick leave credits in an employee's sick bank shall be two hundred and forty (240) hours.

28.02 Sick Leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. The Employer shall reimburse employees for any costs incurred, to a maximum of fifteen dollars (\$15.00) if required by the Employer to prove sickness. An employee who is unable to report for work due to sickness shall make every effort to notify the immediate supervisor/manager at the earliest opportunity.

28.03 Sick leave shall be computed on the basis of scheduled work days and all claims shall be paid on this basis. Sick leave

deductions shall be in accordance to actual time off. An employee may use part of a sick day to be fully paid for a shift in which they went home sick or where a medical appointment as per Article 28.05 could not be scheduled outside an employee's working hours.

28.04 An employee may request sick leave pay to cover periods of actual time lost from work owing to sickness or accident. The Employer shall advise an employee the amount of sick leave available if requested.

28.05 Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

28.06 Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request. The Employer's decision for further leave of absence without pay shall be in writing. The Employer may require medical information as to the expected date of return to work.

28.07 WorkSafeBC Benefits

- a) Employees shall receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.
- b) While an employee is in receipt of WorkSafeBC wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Articles 33 will continue to apply to employees who are entitled to receive WorkSafeBC wage loss benefits.
- c) The provisions of (b) shall also continue to apply to employees who are receiving WorkSafeBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 (temporary benefits and/or partial temporary benefits) of the *Workers'*

Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.

- (d) Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 30 except that seniority shall continue to accrue based on regular hours.

28.08 Transportation for Accident Victim

If an employee is injured at work and requires assistance, transportation to the employee's home shall be provided by the Employer.

28.09 Day of Injury

An employee who cannot complete the shift due to an injury at work shall be paid regular wages for the remainder of the shift.

28.10 Return To Work Programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program. The return to work program will recognize the specific needs of each individual employee.
- (c) Return to work programs will be part of an approved rehabilitation plan.
- (d) Prior to an employee's entry into a return to work program, the Employer and the employee shall discuss the plan program and its duration. The Employer shall advise the employee of their right of union representation if they desire as long as this does not result in a delay of the program. The details of the return to work program will be confirmed in writing to the employee.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

28.11 Workload

Where the absence of one or more employees may create a significant increase in the workload for other employees, the employer will make every effort to resolve the matter by:

1. Discussing the situation with affected employees and providing direction on priority duties to be performed. Where appropriate, the priorities shall be confirmed in writing.
2. Re-assigning work, and/or;
3. Utilizing casual employees in accordance with the collective agreement.

An employee who believes their workload is excessive shall discuss the problem with their immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by referring the issue to the Union/Management Committee for review and recommendations.

ARTICLE 29 - JURY DUTY

Any regular employee, who is required for jury selection, jury duty, coroner's inquest or who is subpoenaed to serve as a witness in a court action, (not being himself/herself a party to the proceeding), on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received.

The employee shall not be required to turn over allowances received for traveling and meals.

ARTICLE 30 – UNPAID LEAVE

30.01 General

An employee may request an unpaid leave of absence (LOA), which shall be in writing with a minimum of fourteen (14) days in advance. The granting of such a request by the Employer shall be subject to the operational needs of the Employer.

30.02 Requests from employees for unpaid LOA of less than or equal to two (2) weeks shall be made in writing to their immediate supervisor and may be granted at the employer's discretion. The Employer shall make every reasonable effort to comply with the request. Notice of the employer's decision shall be given in writing as soon as possible.

30.03 Unpaid Leave Affecting Seniority and Benefits

An employee granted unpaid leave of absence shall continue to accumulate continuous service with the Employer.

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any calendar year, shall continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leave of absence exceeds 20 working days in any calendar year, the employee shall not accumulate seniority or benefits from the 21st day of unpaid leave of absence to the last day of unpaid leave. Seniority and benefits will begin to accumulate upon the employees return to work. Benefits will apply in accordance with the benefit provisions of the Collective Agreement.

Employees may pay the H&W benefit plan premiums under Article 33 and retain those benefits while on unpaid leave of absence longer than 20 working days.

30.04 Unpaid Leave – Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - (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 employees who are representatives of the Union on a Bargaining Committee.
 - (4) members of the Union's Provincial Executive will be granted leave to attend regular provincial executive meetings.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time.

The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

- d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (c) above. The employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

30.05 Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office. Employees seeking election in a municipal, provincial or federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.

ARTICLE 31 - MATERNITY LEAVE, PARENTAL AND/OR ADOPTION LEAVE

31.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

31.02 Parental and Adoption Leave

Upon written request, an employee shall be entitled to parental leave of up to thirty seven (37) consecutive weeks without pay (or thirty five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 31.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 51(2) of the *Employment Standards Act*.

Upon written request, an employee shall be entitled to adoption leave of up to thirty seven (37) consecutive weeks without pay.

Where both parents are employees of the employer, the employees shall determine the apportionment of the total parental or adoption leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

In the case of the mother, immediately following the conclusion of leave taken pursuant to Article 31.01 or following the adoption;

In the case of the other parent, following the adoption or the birth of the child and concluding within the fifty two (52) week period after the birth date or adoption of the child. The "other parent" is

defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

31.03 Seniority and continuous service will continue to accumulate during the full period of maternity, adoption and parental leave. The Employer shall maintain the employee's benefit coverage during maternity, adoption and parental leave provided the employee maintains his/her share of the cost of the plan.

31.04 Upon returning to work from maternity leave and/or parental leave under this Article, the employee shall continue in his/her former position, without loss of perquisites. If the position no longer exists, the employee shall exercise bumping rights as per Article 16.

ARTICLE 32 – FAMILY RESPONSIBILITY LEAVE

Employees shall be entitled to Family Responsibility Leave benefits as outlined in Section 52 of the *Employment Standards Act*.

An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) The care, health or education of a child in the employee's care or;
- (b) The care or health of any other member of the employee's immediate family, as defined in Section 52 of the *Employment Standards Act*.

ARTICLE 33 – HEALTH AND WELFARE PLAN

Regular employees, on the first day of the calendar month following completion of the probation period, will be eligible for the Employer's health and welfare plan as follows:

***Acciona Royal Jubilee Hospital & Hospital Employees' Union
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- BC MSP
- Life and AD&D \$50,000 coverage
- Dental Basic Prevention Coverage at 100% reimbursement
- EHC Semi-private coverage
National Formulary Drugs with a \$2,000 per year max and overall \$100,000 EHC lifetime maximum and 100% reimbursement for prescription drugs
- Eye Exams \$50 every 24 months
- Vision Care \$250.00 per employee every 24 months

Part-time regular employees will be eligible if they work an average of 20 hours per week.

Casuals: After twelve (12) months of service, casual employees who work twenty (20) or more hours per week for thirteen (13) consecutive weeks become eligible for benefits as long as they continue to work twenty (20) or more hours per week. (Employees who have already completed these time requirements will become eligible upon ratification).

An eligible employee who has declined or opted out of benefit coverage may reapply for coverage after a twelve (12) month waiting period. The waiting period may be waived under special circumstances where permitted by and consistent with the master contract held with the benefits provider.

Employees must maintain twenty (20) hours or more per week to maintain benefits. Failure to maintain an average of twenty (20) or more hours per week for thirteen (13) weeks will result in benefits being discontinued. Employee may reapply for benefit coverage in six (6) months if eligibility requirements are met.

The Health and Welfare premiums will be 70% Employer paid.

The Health and Welfare premiums will be 80% Employer paid.
(Effective January 1, 2018)

The Health and Welfare premiums will be 85% Employer paid.
(Effective July 1, 2018)

The Health and Welfare premiums will be 90% Employer paid.
(Effective January 1, 2019)

Employees may purchase additional life insurance provided this option is available by the carrier. The Employer shall deduct the appropriate amount from the employee's pay for this option.

ARTICLE 34 – PROTECTIVE CLOTHING AND EQUIPMENT

34.01 Uniforms

- a) The Employer shall supply all regular employees with at least five (5) uniforms and all casual employees with at least three (3) uniforms, including shirts, pants and hair covering and aprons if required. The Employer shall at their cost, replace uniforms as required due to wear and tear. The employee shall return worn uniforms for exchange. Appropriate change rooms will be supplied when employees are required to change clothing at work. Where change rooms are not available, the Employer shall discuss the matter with the client.
- b) The Employer shall supply and maintain nametags for employees who are required to wear same. The Employer, at their cost, shall supply and replace worn or broken access/swipe cards for employees use as necessary. The employee shall return the worn or broken card for exchange.

34.02 Employees must return to the Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles, which are not returned.

34.03 Protective Clothing, Equipment and Supplies

- a) The employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, and equipment required including gloves, masks and safety glasses.
- b) Any shortage of supplies, protective clothing or equipment shall be immediately reported to the supervisor.
- c) All such clothing, tools and equipment shall be maintained and replaced at employer's expense.
- d) All such clothing, tools and equipment shall comply with applicable Workers Compensation Board regulations concerning the same.

34.04 Non-Slip Shoe Premium

Employees required to purchase non-slip shoes for work shall be entitled to a Shoe Premium of ten cents (\$0.10) per shift worked.

ARTICLE 35 – PAY DAYS

Employees shall be paid by direct deposit biweekly subject to the following provisions:

- (a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions.
- (b) When a payday falls on a non-banking day, the pay cheque shall be given prior to the established payday, where applicable.
- (c) Annual vacation pay - see Article 26.
- (d) Where a payroll error is identified, the Employer will correct the error and where money is owed to an employee, this shall be rectified through direct deposit or manual cheque as soon as reasonably possible.

**ARTICLE 36 - VACCINATION, INOCULATION AND
CRIMINAL RECORD CHECK**

36.01 Vaccination, Inoculation and Suitability

A new hire, as a condition of employment, must show proof of vaccinations, inoculations and official suitability for work with specific client groups at the employee's cost.

Once employed, any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Such examinations, vaccinations, inoculations and immunization will be at the Employer's cost.

36.02 Criminal Record Checks

An employee or applicant for employment shall, at the employer's request and cost, submit to a criminal record check. The Employer may refuse an application for employment or terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee or the employment for which application has been made or where the conviction(s) is contrary to a bona fide occupational requirement.

**ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY
(OH&S)**

37.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Joint Committee shall be governed in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Joint Committees shall have equal

representation with each party appointing its own representatives. The Committee shall be comprised of a minimum of three (3) members appointed by the Union and three (3) members appointed by the Employer.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

Following each joint committee meeting the Employer committee shall be responsible to prepare minutes of the meeting and provide a copy to both the Union and the Employer and post it within fourteen (14) days of the meeting.

37.02 Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending monthly meetings of the Joint Committee. Every effort will be made to limit the meetings to a maximum of one (1) hour per month.

37.03 The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. Employees who are members of the Joint Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Joint Committee pursuant to the WorkSafeBC Industrial Health and Safety Regulations.

37.04 Training and Orientation

The Joint Occupational Health and Safety Committee may use the resources of WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities. The Committee will encourage knowledge and compliance with the Occupational Health and Safety Regulations by all employees.

The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

37.05 Right to Refuse Unsafe Work

An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety regulations. No employee shall be disciplined for refusal to perform unsafe work as defined by the *Workers Compensation Act*.

ARTICLE 38 – PRINTING OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement, including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 39 – VARIATIONS

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

ARTICLE 40 – FUTURE LEGISLATION

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid

and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

ARTICLE 41 – EFFECTIVE AND TERMINATING DATES

41.01 Effective and Terminating Dates

The Agreement shall be effective from October 1, 2016 and shall remain in force and be binding upon the parties until September 30, 2020 and from year to year thereafter, unless terminated by either party on written notice within four (4) months immediately preceding the expiry of this Agreement.

41.02 Effective Date of Wages and Benefits

All provisions shall be effective from Date of Ratification unless otherwise specified in this Collective Agreement.

ARTICLE 42 – REGISTERED RETIREMENT SAVINGS PLAN

(Effective October 1, 2018)

1. The Employer shall provide a Group Registered Retirement Saving Plan for all regular employees who have successfully completed their probationary period.
2. All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
3. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
 - i. 1% of regular earnings; or
 - ii. 2% of regular earnings;
4. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days

written notice to the Employer.

5. The Employer will administer the Plan, but will not be required to contribute.
6. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.
7. The cost of managing the plan will be paid for by the employees in the plan.

ARTICLE 43 – JOB SECURITY

43.01 The Parties agree to abide by the applicable terms of the Health Sector Job Security Agreement and as may be further mandated by the Ministry of Health. In addition to this commitment, the parties agree to participate in job security discussions with health sector employers, contractors and the Ministry of Health to be initiated no later than December 31, 2017.

ADDENDUM - CASUAL ADDENDUM

1. The Employer may call in casual employees to perform work for the following reasons:
 - (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
 - (b) Emergency relief.
 - (c) Unanticipated or irregular relief work.
 - (d) Intermittent and non-recurring work

Casual employees shall accumulate seniority on the basis of the number of hours worked. The casual employee will be paid at the rate of pay for the classification in which the casual/relief employee is working once called in.

2. Fourteen (14) days prior to the beginning of each month, each casual employee shall provide the Employer with their projected availability for the month. If a casual employee's availability changes during a particular month, the casual employee will advise the Employer accordingly.
3. The manner in which casual employees shall be called to work shall be as follows:
 - (a) The Employer shall maintain both:
 - (i) One (1) master casual seniority list which shall include all casual employees registered by the employer in descending order of their seniority; and
 - (ii) A work area classification registry seniority list for each job classification in which casual relief employees may be used. Each work area classification registry shall list those casual employees who have been qualified to work in that job classification and are registered in that work area in descending order of hours worked.

- (b) The Employer shall call those casual employees who are registered in the work area classification registry applicable to the work required to be performed. Each casual employee must provide the Employer with one telephone number where the employee can be reached. The Employer shall commence the call-in process by calling the most senior employee in the applicable classification registry at the telephone number provided by the casual employee. In the event that voicemail, a pager, or an answering machine is reached, the Employer shall leave a message including the date and time of the call.
 - (c) If the casual employee called fails to answer the call or declines the work assignment, the Employer shall then call the next most senior employee registered in the job classification and this process will be continued until a casual employee is found who is ready, willing and able to perform the work assignment.
 - (d) A casual/relief employee who accepts a work assignment shall be deemed to have the same obligation to fulfill the work assignment as a regular employee.
4. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be performed. A casual/relief employee shall be entitled to register for work in any job classification and work area where such employee meets the requirements of the classification.
5. All calls made by the Employer shall be recorded in a log book maintained for that purpose. The log will show the name of the casual employee called, the date and time that the call was made, the job required to be performed and its time and date, whether the employee accepts or declines the work or fails to respond to the call, and the signature of the person who made the call. In the event of a dispute, the Union shall have

***Acciona Royal Jubilee Hospital & Hospital Employees' Union
October 1, 2016 to September 30, 2020***

reasonable access to the log book and shall be entitled to make copies of any of its pages.

6. Based on the casual employee's availability, if the employee declines a work assignment more than three (3) times in a 6 month period without a bona fide reason, the employee will be removed from the casual list. Employees may also be removed from the casual list for just and proper cause.
7. Casual employees are excluded from Article 15 and 16.
8. The casual seniority lists will be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the "adjustment" dates). The seniority of each employee shall be entered in the work area classification registry(s) in descending order of the most hours to the least. Casual employees hired after an adjustment date will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, any hours accumulated in a current period shall not be reckoned until the next following adjustment date. The Employer shall post the lists at the appropriate worksite(s).

Within two weeks of each adjustment date the employer shall send to the Secretary Business Manager of the Union a revised copy of the seniority lists.

9. Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations.
10. Casual employees who are required to work on a statutory holiday shall be paid at the rate of time and one half (1 1/2X).

Appendix A – Wage Schedule

| Classification | Current | Oct. 1, 2016 | Oct. 1, 2017 | Oct. 1, 2018 | Oct. 1, 2019 |
|-----------------------------|----------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Multi Service Worker | \$15.92 | \$16.02 | \$16.34 | \$16.66 | \$16.96 |
| Lead Hand | \$17.12 | \$17.22 | \$17.54 | \$17.86 | \$18.16 |
| Help Desk Operative | \$16.46 | \$16.68 | \$17.08 | \$17.28 | \$17.58 |
| Help Desk Lead Hand | \$17.71 | \$17.88 | \$18.28 | \$18.48 | \$18.78 |

New employees shall be paid one dollar and twenty-five cents (\$1.25) per hour less than the regular rate for the duration of the probation period as indicated in Article 10.01.

Lead Hands may be designated.

**SIGNED ON BEHALF OF
THE UNION:**



Wendy Beer
Assistant Secretary
Business Manager

**SIGNED ON BEHALF OF
THE EMPLOYER:**



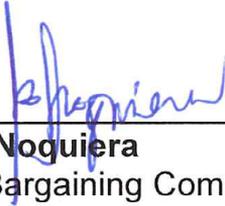
Pablo Alvarez
Director Canada



David Durning
HEU Bargaining Representative



Melissa Donaldson
General Manager



Alma Noguiera
HEU Bargaining Committee



Mason McIntyre
Human Resources Manager



Martha Shute
HEU Bargaining Committee



Susan Horner
HEU Bargaining Committee

November 23, 2017
DATE SIGNED

November 24, 2017
DATE SIGNED

MEMORANDUM OF AGREEMENT #1

**between
HOSPITAL EMPLOYEES' UNION (HEU)
and**

ACCIONA FACILITIES SERVICES CANADA LIMITED (AFS)

RE: New Mothers Returning from Maternity Leave

New mothers returning from Maternity leave as per Article 31.01 shall be entitled to up to one (1) hour off work each day for breastfeeding or expressing breast milk for a child under two years of age.

This time off shall be without pay, but shall not affect an employee's right to rest periods as found in Article 19.03 and shall not be considered an unpaid leave of absence for purposes of the twenty (20) day trigger found in Article 30.03.

The employee prior to a return to work from maternity leave shall meet with the Employer and the parties shall mutually agree on when/how the time will be taken and for what duration. The schedule or time period may be changed by mutual agreement to meet the needs of the individual employee.

**SIGNED ON BEHALF OF
THE UNION:**

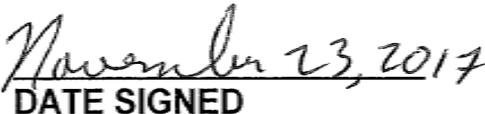
**SIGNED ON BEHALF OF
THE EMPLOYER:**


David Durning

Bargaining Representative


Mason McIntyre

Human Resources Manager


DATE SIGNED


DATE SIGNED

MEMORANDUM OF AGREEMENT #2

Between

HOSPITAL EMPLOYEES' UNION (HEU)

And

ACCIONA FACILITY SERVICES CANADA LIMITED (AFS)

Re: BC Transit – ProPass

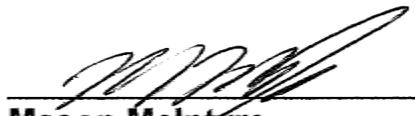
The Employer shall continue their current practice of offering employees enrollment in the BC Transit "Propass" program.

**SIGNED ON BEHALF OF
THE UNION:**



David Durning
Bargaining Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Mason McIntyre
Human Resources Manager

November 23, 2017
DATE SIGNED

November 24, 2017
DATE SIGNED

MEMORANDUM OF AGREEMENT #3

Between

HOSPITAL EMPLOYEES' UNION (HEU)

And

ACCIONA FACILITIES SERVICES CANADA LIMITED (AFS)

Whereas on September 17, 2011, Acciona Facilities Services Canada Limited (AFS) became the employer for employees providing facilities services at the Royal Jubilee Hospital in Victoria, BC: and

Whereas AFS currently has a collective agreement with the Hospital Employees' Union (HEU) for AFS employees of the Patient Care Centre of the Royal Jubilee Hospital (AFS-HEU Collective Agreement); and

Whereas the Parties agree to amend the AFS-HEU Collective Agreement to include all AFS employees of the Royal Jubilee Hospital;

The Parties agree to the following:

1. The current AFS-HEU Collective Agreement will be expanded to cover all AFS employees working at and from the Royal Jubilee Hospital.
2. The Help Desk Operator classification will be included in the bargaining unit and paid at the rate of \$15.25/hour.

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3. The Help Desk Operator Supervisor position will be included in the bargaining unit as a Help Desk Operator Lead Hand, paid at the rate of \$16.50/hour.
4. AFS employees who have no previous employment with Compass Group Canada (CGC) will continue to be covered under the terms of the AFS-HEU Collective Agreement and continue to earn benefits and wage progression based on their length of service with AFS according to the terms of the AFS-HEU Collective Agreement.
5. AFS employees who were laid off from CGC or who have voluntarily left CGC to work for AFS with no break in service will have their previous CGC seniority applied for the purposes of AFS benefit entitlement and MSP coverage as follows:
 - Up to 1000 hours – 50% of premiums paid by Employer
 - 1001 to 2000 hours – 60% of premiums paid by Employer
 - 2001 or more hours – 70% of premiums paid by Employer
6. AFS employees who were laid off from CGC or who have voluntarily left CGC to work for AFS with no break in service will accrue sick leave entitlement according to the AFS-HEU Collective Agreement as follows:
 - after probation - 4 days at 70%
 - after 1 year - 5 days at 80%
 - after 2 years - 6 days at 90%
 - after 3 years - 7 days at 100%
 - after 4 years - 8 days at 100%
7. AFS employees who were laid off from CGC or who have voluntarily left CGC to work for AFS with no break in service will be paid the collective agreement rate of \$14.50 per hour effective October 1, 2011 and \$14.75 per hour effective April 1, 2012.

***Acciona Royal Jubilee Hospital & Hospital Employees' Union
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8. The wage reopener contained in the AFS-HEU Collective Agreement will continue to apply to the expanded bargaining unit:

“The Parties will reopen negotiations on classified wage rates and health and welfare benefits on October 1, 2012. The Parties intend to negotiate classified wage rates and health and welfare benefit levels in keeping with industry standards and extend this collective agreement to match the industry standards for collective agreement duration. Any outstanding issues will be referred to Vince Ready for mediation/arbitration without the option of a strike or lockout.”

9. No employee of AFS at the Royal Jubilee Hospital shall suffer any reduction in benefits or rate of pay due to the introduction of the terms of this agreement.

FOR HOSPITAL EMPLOYEES' UNION:

David Durning

DATE: October 5, 2011

FOR ACCIONA FACILITIES SERVICES:

Maximiliano Ades

DATE: October 4, 2011