

**COLLECTIVE AGREEMENT**

**between the**

**PRT GROWING SERVICES LTD.**

**and the**

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

**Effective from January 1, 2015 to December 31, 2017**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*bargaining unit*" - means all employees of PRT Growing Services Ltd. engaged in forest seedling production (i.e. sowing, growing, and packaging) at forest nurseries;
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement;
- (3) "*continuous employment*" or "*continuous service*" - means, subject to the provisions of Clause 11.4 Loss of Seniority, uninterrupted employment with PRT Growing Services Ltd. and includes all previous uninterrupted service with the Province of British Columbia for those employees who transferred to PRT Growing Services Ltd. on September 1, 1988;
- (4) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (5) "*demotion*" - means a change from an employee's position to one with a lower maximum salary except if the change occurs as a result of bumping pursuant to Article 13 Layoff and Recall;
- (6) (a) "*employee*" - means:
  - (i) a person employed for work which is of a continuous full-time or continuous part-time nature;
  - (ii) person who is employed for work which is not of a continuous nature, such as:
    - a seasonal position;
    - a special project which exceeds sixty (60) days in duration; and
    - a temporary position to cover employees on vacation, weekly indemnity or long-term disability, on education leave, compassionate leave, or other leave.

A person who is employed for work which is not of a continuous nature shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) "*employee*" - does not include:
  - (i) a person employed on a temporary limited basis for a specific term or project of less than sixty (60) days;
  - (ii) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;
  - (iii) persons excluded pursuant to the *Labour Relations Act*.
- (7) "*Employer*" - means PRT Growing Services Ltd.;
- (8) "*growing*" - includes seed processing, block cutting, bird netting, thinning, irrigation of crops, weeding, stock movement within the nursery, and block washing;
- (9) "*headquarters or geographic location*" - is that area within a radius of thirty-two (32) kilometres or where an employee ordinarily performs his/her duties;
- (10) "*holiday*" - means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;



- (11) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (12) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis as determined by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (13) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (14) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where, should work become available, employees will be recalled in accordance with Article 13 Layoff and Recall;
- (15) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (16) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (17) "*probation*" - in the case of a continuous full-time employee, means a period of nine hundred and seventy-nine (979) straight-time hours of work after initial hiring or the first nine hundred and seventy-nine (979) hours of straight-time work following promotion; in the case of continuous part-time or non-continuous employees, probation means a period of six (6) calendar months after initial hiring or the first six (6) calendar months following a promotion provided that in all cases a minimum period of six hundred and ten (610) hours of straight-time has been worked;
- (18) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (19) "*relocation*" - refers to the movement of an employee from one geographic location to another;
- (20) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (21) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (22) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (23) "*termination*" - is the separation of an employee from PRT Growing Services Ltd. for cause pursuant to Articles 10 Dismissal, Suspension and Discipline and 11 Seniority;
- (24) "*Union*" - means the B.C. Government and Service Employees' Union;
- (25) "*workday*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (26) "*work scheduled*" - means the roster of work hours and days to meet the annual hours of work;
- (27) "*masculine and feminine*" - gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality and quantity of forest seeding production. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of forest seedling production in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If mutual agreement cannot be reached, the matter may be referred to arbitration by either party.

### 1.3 Use of Terms

- (a) Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated; and,
- (b) Wherever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa as the context requires.

### 1.4 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

### 1.5 Harassment and Bullying

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, discrimination and bullying as set out in the applicable statutory provisions for British Columbia.
- (b) An employee alleging harassment, discrimination or bullying as outlined in Clause 1.5(a) above shall file a written complaint with the President of the Company or his designate within thirty (30) days of the alleged occurrence. The President or his designate will investigate the allegation and respond to the complaint within thirty (30) days of the complaint being filed by the employee. The President or his designate will discuss the proposed resolution of the complaint with the employee(s) concerned. The employee(s) shall have the right to have a steward present during these discussions.
- (c) If the proposed resolution is not acceptable to the employee alleging harassment, discrimination or bullying, a grievance may be filed at Step 2 of the grievance procedure.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions or as so designated by the Labour Relations Board.

- (b) The guidelines to be considered in negotiating exclusions shall be:
  - (1) the criterion of the relevant legislation;
  - (2) a sufficient number of position incumbents to represent in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Where a dispute arises concerning the Employer's decision to exclude a newly created position from the bargaining unit, the Union may refer the issue to the appropriate tribunal for decision.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in this agreement.

## **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate.

## **2.4 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

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

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

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

- (a) The Employer recognizes the Union's right to select stewards to represent employees. There will be a steward present at each worksite with the exception of Armstrong and Vernon who will be represented by one (1) steward for both worksites and one (1) alternate steward at the other worksite. It is understood that should issues arise at the site where the alternate steward is located, those issues will be raised to the steward at the other site who will raise any issues with management for discussion if they decide to do so.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;

- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes.
- (e) The Employer will not unreasonably withhold approval for employees to use Company assembly rooms where available for the election of stewards on the employees' own time. The Union will accept full responsibility for the condition of equipment and facilities during such use.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **2.9 Right to Refuse to Cross Picket Lines**

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee or negotiations with the Employer;
  - (4) to employees called by the Union to appear as witness before an arbitration board, or other Labour Relations tribunal;
- (b) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **2.11 Emergency Services**

The parties recognize that, in the event of a strike or lockout as defined in the relevant legislation, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature. The parties will meet and attempt to agree to an emergency services plan of maintaining the nursery crop throughout the strike or lockout. Failing agreement, the parties will select from the list of arbitrators set out in Article 9.2 - Assignment of a Single Arbitrator, to assist the parties, and, if necessary, to make binding recommendations.

The parties agree that the emergency services plan will be established by agreement or by binding recommendation of the mediator prior to the commencement of a strike or lockout.

The parties further agree that the emergency services plan will be binding for the duration of the dispute.

### **2.12 Bargaining Unit Work**

No employee shall be laid off or suffer a reduction in their regular hours of work as a result of the performance of bargaining unit work by excluded personnel.

## **ARTICLE 3 - UNION SECURITY**

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as employees.

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

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct, from any employee who is a member of the Union, any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by worksite: surname and first name, sex, job classification, gross pay and dues deducted.
- (e) Before the Employer is obliged to deduct any amount under Clause 4(a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues and/or assessments payable to the Union by a member of the Union.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward, who will provide the employee with a copy of the collective agreement.
- (c) The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.
- (d) It is understood that, whenever possible, the steward at the location where the new unionized employee(s) have been hired will hold a joint single session with the new employee(s) under this provision at an appropriate time so as not to disrupt operational needs.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

- (a) The management of the business and the direction of the workforce are vested exclusively in the Employer and all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer except as specifically modified or restricted by this agreement.
- (b) The Union agrees that employees shall be governed by all rules or policies adopted by the Employer provided such rules or policies are not in conflict with the specific provisions of this agreement.
- (c) The Employer agrees that any exercise of its rights and powers in conflict with any provision of this agreement shall be subject to the provisions of the grievance procedure.

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

##### **7.1 Union and Employer Representation**

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

## **7.2 Union Bargaining Committees**

The Union Bargaining Committee shall consist of a representative from each seniority block covered by this agreement. The Union shall have the right at any time to have the assistance of members and staff of the Union when negotiating with the Employer.

## **7.3 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members or the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

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

(d) The Employer agrees that access to its premises will be granted to local chairpersons and members of the Provincial Executive. Notification by personal contact shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

## **7.4 Technical Information**

The Employer agrees to provide the Union such non-confidential and technical information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

# **ARTICLE 8 - GRIEVANCES**

## **8.1 Grievance Procedure**

(a) The Employer and the Union recognize that grievances may arise concerning:

(1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline or suspension of an employee bound by this agreement.

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

## **8.2 Step 1**

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

employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance, but shall submit the grievance through another steward or union staff representative.

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

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than twenty-one (21) days after the date:

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

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The Employer shall initial and date the grievance upon receipt.

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

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle the grievance at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

### **8.6 Failure to Act**

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

### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9 Arbitration, the Union President, or their designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) days after the Employer's decision has been received; or
- (b) twenty-one (21) days after the Employer's decision was due pursuant to Clause 8.5(b).



### **8.8 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by facsimile, certified mail, or scanned to an email.
- (b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout or other work stoppage in the Canada Post Office, within British Columbia, this article shall not apply.

### **8.9 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's suspension or dismissal, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension or dismissal occurred, or within twenty-one (21) days of the employee receiving notice of suspension or dismissal. In the case of discharge grievances, the Employer and union area staff representative must meet within seven (7) days of receiving the grievance and the Employer must reply in writing within fourteen (14) days of receiving the grievance.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

### **8.11 Policy Grievance**

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

### **8.12 Technical Objections to Grievances**

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

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### **8.14 Amending Time Limits**

The time limits fixed in this grievance procedure are mandatory and must be strictly complied with. Time limits may be altered by mutual agreement of the parties, but any such agreement must be in writing.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 Grievances, notify the other party within twenty-one (21) days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by facsimile sent Monday to Friday, except statutory holidays, between the hours of 8:00 a.m. and 4:30 p.m., Pacific Time, to the Director of Human Resources.

(c) Where the matter in dispute is a dismissal grievance, the parties shall endeavour to set a date for the hearing to be held between the sixth and eighth week from the date that such a hearing is requested.

### **9.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties shall, within twenty-one (21) days, mutually agree on an arbitrator from the list set out below and set a date for the hearing.

(b) The parties agree to the arbitrators listed below. An arbitrator may be removed from the list by mutual agreement.

- Brian Foley
- Joan Gordon
- David McPhillips
- Wayne Moore
- Bob Pেকেles

### **9.3 Arbitration Procedure**

The Arbitrator may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the Arbitrator deems just and equitable. However the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may, within thirty (30) days following the date of the decision, apply to the Arbitrator to reconvene the arbitration to clarify the decision. The Arbitrator will make every effort to provide clarification within seven (7) days following the meeting with the parties.

### **9.6 Expenses of Arbitrator**

Each party shall pay:

- one-half (½) of the fees and expenses of the Arbitrator.

### **9.7 Amending Time**

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

### **9.8 Expedited Arbitration**

An expedited approach to arbitration may be utilized by the parties to resolve outstanding grievances providing there is mutual agreement to do so. Should the parties agree to use this expedited process the parties agree to meet, prior to the selection of an arbitrator for this purpose, in an effort to agree to the process which will be followed including the matter of the jurisdiction of the Arbitrator to render binding or non-binding decisions and any other process issues which will assist in ensuring the process is balanced between the Union and the Employer.

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

### **10.1 Burden of Proof**

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

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### **10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

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

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

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

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. 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 their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's

request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.6 Employee Appraisal Forms**

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal.
- (b) Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of the employee appraisal at time of signing.
- (d) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee and any such changes shall be subject to the grievance procedure of this agreement.

#### **10.7 Personnel File**

An employee or the President of the Union or their designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

#### **10.8 Right to Have Steward Present**

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action or to discussions in which the Employer is merely investigating potential disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussions with supervisory personnel which are of a disciplinary nature, providing that this does not result in an undue delay of the appropriate action being taken.

#### **10.9 Rejection During Probation**

- (a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. 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 could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may appeal the decision to the Employer's designate within thirty (30) days of receiving the notice of rejection. The Employer's designate shall respond in writing to the appeal within fifteen (15) days of having received the appeal. Failing satisfactory settlement of the matter, the President or his/her designate may submit the matter to arbitration in accordance with Article 9 Arbitration, within thirty (30) days of the date the reply from the Employer's designate was received or was due.

(c) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

#### **10.10 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

For the purpose of this agreement:

- (a) Service seniority shall mean the length of service as an employee with the Employer.
- (b) Service seniority shall be accrued on the basis of one (1) years' service seniority for every one thousand nine hundred and fifty-seven (1957) hours of work completed as set out in Clause 11.3(a). An employee cannot be credited with more than one thousand nine hundred and fifty-seven (1957) hours in a twelve (12) month period.
- (c) Employees shall earn but not be credited with seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire.

#### **11.2 Seniority List**

A current service seniority list for employees as of December 31<sup>st</sup> will be provided by the Employer to the President of the Union on or before March 31<sup>st</sup> of the following year.

#### **11.3 Calculation of Seniority**

- (a) Seniority will be accrued on the basis of:
  - (1) all hours worked at straight-time rates;
  - (2) designated paid holidays or days off in lieu pursuant to Article 17 Paid Holidays;
  - (3) annual vacation pursuant to Article 18 Annual Vacations;
  - (4) time off on a claim recognized by the Workers' Compensation Board or a work related ICBC claim. An employee will be credited with seniority equivalent to what they would have earned had they not been absent and had been able to work;

(5) Leave pursuant to Clause 2.10 Time Off for Union Business; maternity and parental leave pursuant to Clause 21.2 Parental and Adoption Leave; and subject to Clause 20.13 Maximum Leave Entitlement, leave pursuant to Clauses 20.2 Bereavement Leave, 20.3 Special Leave, 20.4 Family Illness, 20.6(a) Leave for Court Appearances, 20.7 Leave for Writing Examination, 20.8(a) Leave for Taking Courses, 20.11 Leave for Medical and Dental Care and 20.14 Emergency Service Leave. An employee will be credited with seniority equivalent to what they would have earned had they not been absent on leave and had been able to work.

(6) Time off while in receipt of sick leave as per Clause 25.9 Sick Leave Credits and/or weekly indemnity as per Clause 25.1 Extended Health Care Plan for Continuous Employees.

(b) Seniority shall be maintained but not accrued during any other authorized leave of absence.

(c) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.

(d) For the purpose of calculating seniority accrual, the total hours set out in paragraph (a) above shall be converted to a seven and one-half (7½) hour shift to establish seniority.

#### **11.4 Loss of Seniority**

An employee shall lose their seniority as an employee in the event that:

(a) they are discharged for just cause;

(b) subject to Clause 11.5, they voluntarily terminates their employment or abandons their position pursuant to Clause 10.10 Abandonment of Position or otherwise;

(c) they are engaged in work of a continuous nature and on layoff for more than one (1) year; or they are engaged in work which is not of a continuous nature and on layoff for more than nine (9) months;

they fail to report to work within two (2) days following recall pursuant to Clause 13.2(e) Layoff and Recall of Employees Engaged in Work of a Continuous Nature or, if they are employed in work which is not of a continuous nature, they are unavailable for or decline three (3) recalls pursuant to Clause 13.3(n) Layoff and Recall of Employees Engaged in Work Which is Not of a Continuous Nature.

#### **11.5 Re-Employment**

An employee who resigns their position and within sixty (60) days is re-employed shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

### **ARTICLE 12 - JOB POSTINGS**

#### **12.1 Postings**

(a) Vacancies for the position of Grower 1 and Grower 2 that are to be filled shall be posted on bulletin boards throughout the bargaining unit. If the Employer decides to create other postings which are of a continuous nature it shall notify the Union.

Vacancies for all other positions that are to be filled shall only be posted within the seniority block where the position is located. Employees may apply for jobs that are not posted within their own

seniority block provided that in such event the employee will not be entitled to interview expenses pursuant to Clause 12.6 or relocation expenses in accordance with Clause 27.11 Relocation Expenses.

(b) Postings shall occur within thirty (30) days of the vacancy. The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

(c) Notices shall be posted on the appropriate bulletin board at least fourteen (14) days prior to the closing date of the completion.

### **12.2 Job Selection**

Where a job vacancy exists within the Company, the position shall be filled in accordance with the following procedures:

(a) The vacancy shall be filled on the basis of the applicant's qualifications, skill, ability, experience, competence and efficiency as required in the specifications set out in the job posting for the vacant position;

(b) Where two (2) or more employee applicants have qualifications, skill, ability, experience, competence and efficiency which are relatively equal, the applicant with the greater seniority will be awarded the position;

(c) Where there are no successful internal applicants, the Employer may fill the position in whatever way it so chooses;

(d) Nothing herein shall restrict the Employer's right to advertise externally for the position at the same time that it is posted.

### **12.3 Transfers Without Posting**

Lateral transfers or voluntary demotions may be granted without posting on compassionate or medical grounds to employees who have completed their probationary period provided a vacancy exists.

### **12.4 Notification**

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. Unsuccessful applicants may request written reasons for lack of success within fourteen (14) days of notice of appointment. The Employer will reply to the employees within five (5) days from receipt of request.

### **12.5 Right to Grieve**

(a) Where an employee feels they have been aggrieved by any decision of the Employer relating to a posted position, the employee may submit a grievance, commencing at Step 2 of the grievance procedure, within fourteen (14) days of being notified of the reasons why they were unsuccessful.

(b) Where a grievance has been filed, no transfer or placement shall become permanent until the grievance has been resolved.

### **12.6 Interview Expenses**

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview away from their headquarter area, shall be granted leave of absence with basic pay, and substitution pay where applicable, and shall have their authorized expenses paid. An

employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

### **12.7 Relocation**

It is understood by the parties that as a general policy, an employee employed for work which is of a continuous nature shall not be required to relocate from one geographic location to any other against their will. However, the Employer and the Union recognize that in certain cases relocation may be in the interests of the Employer and/or the employee. In such cases, an employee will be fully advised of the reasons for their relocation as well as the possible result of the refusal to be relocated.

Should an employee employed for work which is of a continuous nature choose not to relocate, they may elect:

- (a) vacancy selection; or
- (b) the options set out in Clause 13.2 Layoff and Recall of Employees Engaged in Work of a Continuous Nature.

### **12.8 Career Development**

Both parties recognize the need to provide employees in classifications covered by this agreement with opportunities to improve their qualifications in order to prepare for promotional advancement; to upgrade their skills requires as a result of technological change, new methods and/or new procedures; and to qualify for new positions being planned.

### **12.9 Education and Training**

The Union and the Employer agree that the local Labour/Management Committee will make recommendations to the Employer on:

- (a) in-service training needs, programs and training assistance;
- (b) training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for new positions being planned.

### **12.10 Training Assistance**

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition for job related courses undertaken at the Employer's request.
- (b) Termination of employment will nullify any obligation of assistance by the Employer.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoffs in Each Seniority Block**

Layoffs in each seniority block shall be by classification in reverse order of service seniority subject always to the ability of the remaining employees to perform the work.

### **13.2 Layoff and Recall of Employees Engaged in Work of a Continuous Nature**

- (a) An employee affected by layoff who is employed for work which is of a continuous nature may choose, by indicating to the Employer in writing, one of the options in the following sequence:



- (1) Bump an employee with less service seniority in an equivalent or lower rated classification in the same seniority block provided they have the ability and qualifications to perform the work.
  - (2) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a position within their seniority block for which the employee has the qualifications and ability to perform the work. If this option is selected, no severance pay shall be paid.
  - (3) In the event of a permanent closure or if the layoff continues for a period of greater than thirteen (13) weeks opt for severance pay as follows:
    - (i) for employees who were regular employees of the provincial government and were transferred from the provincial government on or about September 1, 1988, severance pay as follows:
      - less than three (3) years' service seniority: one (1) week's pay for each completed year of service;
      - more than three (3) years' service seniority: two (2) weeks' pay for each full year service seniority;
    - (ii) for employees who are hired or become continuous employees after September 1, 1988, one (1) week's current salary for each full year of service seniority with the Employer to a maximum of ten (10) weeks' severance;
    - (iii) no employee shall receive an amount greater than six (6) months' severance pay at current rates;
    - (iv) if an employee opts for severance pursuant to this clause their name shall be deleted from the seniority list and the Employer shall be under no further obligation to the employee.
- (b) Where a layoff of an employee who is employed in work of a continuous nature is required, the Employer shall notify the employees affected in writing at least twenty (20) working days prior to the effective date. Copies of such notifications shall be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, they shall be paid in lieu of work for that part of the twenty (20) days during which work was not available. If that employee opts to be placed on the recall list and, through the recall procedures set out herein, is recalled to work which is not of a continuous nature the provisions of this paragraph shall not apply to layoffs from work which is not of a continuous nature.
- (c) (1) Employees will be recalled to work of a continuous nature in the order of service seniority in their seniority block provided the senior employee is qualified and able to perform the work available. The employees may also be recalled to work which is not of a continuous nature in which case the provisions of Clause 13.3 shall apply.
    - (2) Where an employee who is or is deemed to be engaged in work of a continuous nature is recalled from layoff to work which is not of a continuous nature but which is for a duration of four (4) months or longer, the provisions of Clause 13.2(e) shall apply to the recall and Clause 13.2(b) shall apply to the subsequent layoff.
  - (d) It shall be the employee's responsibility to keep the Company informed of their phone number and address during the period of layoff.

(e) Recalls to work of a continuous nature shall be by certified mail. Any employee who is recalled to work of a continuous nature and who does not report to work within two (2) days of the date specified in the notice of recall will lose his/her seniority.

### **13.3 Layoff and Recall of Employees Engaged in Work Which is Not of a Continuous Nature**

The following provision shall apply to those employees employed for work which is not of a continuous nature:

(a) Employees hired for temporary work shall be laid off upon completion of the season and shall be subject to recall provided the employee has worked in excess of thirty (30) days. Such employee shall not however be entitled to severance pay or bumping privileges.

(b) Employees hired for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause upon completion of their employment in accordance with Clause 11.4(a) Loss of Seniority and shall not be entitled to severance pay, recall or bumping.

(c) Employees engaged in work which is not of a continuous nature and who are laid off pursuant to Clause 13.3(a) above shall be recalled in order of service seniority within a seniority block, provided the employee is qualified to carry out the work which is available.

(d) The Employer will schedule time periods during which employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority blocks based on the scheduling patterns for that seniority block, such that employees will not be required to be available more than three (3) hours on any one (1) day or for more than one (1) period per shift, at their contact point established pursuant to Clause (f).

Calls made to employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this section.

(e) Employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Employees on layoff are required to be personally available at their contact point during these scheduled time periods. Clauses (m) and (o) detail the exceptions to this provision.

(f) Employees will provide a direct communication link that will give them personal contact with their seniority block. This communication link must be appropriate to the Employer's operation and may include telephone or email as chosen by the employee.

(g) Two (2) attempts, at least five (5) minutes apart, will be made to contact the employees. In the case of an emergency situation, a single verbal attempt will be made to contact the employees.

(h) Employees are responsible for advising the manager of their seniority block, in writing, of their current phone number as established in Clause 13.3(f). Employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(i) Employees on layoff who experience problems with their communication link established under (f) above or who will not be available at their contact point during the scheduled time period for those reasons outlined in (m) below, are required to contact the manager of their seniority block in advance of the scheduled time periods as designated by the Employer. The employees may be required to contact their seniority block during the scheduled time period to obtain a specific work schedule, etc.

(j) If the Employer is unable to contact employees during the scheduled time periods established in Clause 13.3(d) above, the Employer will immediately advise the employees by certified mail of the

date, time and result of the contact attempts(s), and that they are considered to have been unavailable for work for the purposes of Clause 11.4(d) Loss of Seniority. If the Employer is unable to contact employees outside of the scheduled time periods such unavailability will not count for purposes of Clause 11.4(d) Loss of Seniority except as specified in (k) below.

(k) Where employees are contacted outside of the scheduled time periods and decline work in an emergency situation other than for reasons outlined in (m) below, they will be considered to have declined work for purposes of Clause 11.4(d) Loss of Seniority.

(l) Where employees are contacted during the scheduled time periods established in Clause 13.3(d) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(d) Loss of Seniority.

(m) Employees who are unavailable in the following circumstances, and who call in to their seniority block at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 11.4(d) Loss of Seniority.

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) authorized leave of absence pursuant to Article 20 Special and Other Leave;
- (4) annual vacation pursuant to Article 18 Annual Vacation;
- (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (7) union leave per Clause 2.10 Time off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments.

(n) Employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three (3) separate occasions<sup>1</sup> in the calendar periods between January 1<sup>st</sup> and June 30<sup>th</sup> inclusive or July 1<sup>st</sup> and December 31<sup>st</sup> inclusive.

(o) *Days of Availability*

- (1) Employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
- (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of Clauses 13.3(c) and (d) through (1) above.

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<sup>1</sup> It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

(3) Should an employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with ten (10) days written notice.

(p) Employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.

(q) The Employer is not required to recall an employee during a calendar year if that employee has already accumulated one thousand nine hundred and fifty-seven (1957) hours in that calendar year.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

(a) The annual hours of work, exclusive of meal periods taken away from the workstation but including paid holidays, will be one thousand nine hundred and fifty-seven (1957), which is equivalent to an average of thirty-seven and one-half (37½) hours per week. Subject to mutual agreement between the Employer and the employee, the annual hours of work may be expanded to a maximum of two thousand and eighty (2080), which is equivalent to an average of forty (40) hours per week.

(b) Nothing herein contained shall be construed as a guarantee of work for an employee.

### 14.2 Work Schedules

The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services and shall assign work schedules accordingly.

Where the Employer proposes a significant and long-term change to existing work schedules and such change is disputed by the employees affected, the Employer shall have the right to impose the new schedule subject to the right of the employees to appeal the new work schedule to an investigator. The investigator's jurisdiction shall be restricted to determining whether the change implemented is reasonable in light of the Employer's operations.

For the purpose of this clause, long-term change is defined as a change in a work schedule which is to be in effect for a period in excess of three (3) months.

### 14.3 Conversion of Hours

(a) *Lieu Days* - Where an employee is granted a lieu day pursuant to Clauses 17.4 Holiday Falling on a Day of Rest or 17.5 Holiday Falling on a Scheduled Workday, the time off granted will be seven and one-half (7½) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - Where an employee is granted vacation pursuant to Clause 18.1 Annual vacation Entitlement, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - Where an employee is granted a designated paid holiday pursuant to Article 17 Paid Holidays, the time off granted will be seven and one-half (7½) hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven and one-half (7½) hours, the resulting difference shall be included in the work schedule.

#### 14.4 Rest Periods

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

#### 14.5 Meal Periods

Employees are entitled to a one-half (½) hour unpaid break in the middle two (2) hours of their shift.

#### 14.6 Flextime

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period which shall be agreed in writing between the employee and the Employer.

(b) The employee who is employed for work of a full-time continuous nature who has a day of absence, whether with or without pay, will be deemed to be absent for seven and one-half (7½) hours, providing at least seven and one-half (7½) hours are required to complete the averaging point. If less than seven and one-half (7½) hours are required to complete the averaging point, such number of hours will be deemed to be hours of absence.

(c) The workday for those employees on flextime shall not exceed ten (10) hours.

#### 14.7 Hours of Work

(a) The regular hours of work for employees shall be seven and one-half (7½) hours per day, normally worked Monday through Friday, except for those employees employed in functions requiring seven (7) day coverage (eg., growers and irrigation workers) or where otherwise dictated by environmental conditions or customer needs.

(b) Where scheduled shifts require work in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, the employees shall be entitled to compensation at straight-time rates for any hours worked in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, to be taken in time off or in pay as determined by the employee.

(c) Shift schedules in excess of seven and one-half (7½) hours per day are subject to mutual agreement between the Employer and the employee but cannot exceed ten (10) hours per day or eighty (80) hours over a two (2) week period. Where the Employer and employee agreed to a shift schedule in excess of seven and one-half (7½) hours, the overtime provisions shall not apply, unless the employee works in excess of the hours agreed to.

#### 14.8 Clean-up Time

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

**ARTICLE 15 - SHIFT WORK****15.1 Definition of Shift and Shift Premiums**(a) *Identification of Shifts*

(1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive.

(2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive.

(3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium*

Sixty-five cents (65¢) per hour for afternoon and night shift.

**15.2 Shift Premium Entitlement**

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m., inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:20 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

**15.3 Notice of Work Schedules**

(a) Work schedules for employees shall be posted at least thirty-eight (38) hours in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for an employee working a scheduled shift roster is changed without thirty-eight (38) hours' advance notice and such change is the result of the actions of another employee covered by this agreement, utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his/her regular pay, for work performed on the first shift for which they changed.

(c) In the event that an employee's work schedule or shift is changed without thirty-eight (38) hours advance notice and the change results from causes other than defined in Clause 15.3(b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium in overtime rates but shall receive the premium defined under Clause 15.3(b) above.

(d) The premiums set out in Clause 15.3(b) and (c) above shall not apply if the change to the shift schedule is the result of a request from an employee or employees and there is mutual agreement between the Employer and the employees.

#### 15.4 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium at the applicable overtime rate will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Clause 15.4(a) above.

#### 15.5 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

#### 15.6 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems determined in this agreement.

#### 15.7 Multiple Shifts

Subject to operational requirements, in the event of multiple shift work schedules, shift assignments will be based on service seniority within the affected classifications or any actual agreement between the employee and the Employer.

#### 15.8 Split Shifts

There shall be no split shifts.

### ARTICLE 16 - OVERTIME

#### 16.1 Definitions

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

#### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the

grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which the employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Labour/Management Committee.

(c) The method of compensation for overtime shall be in accordance with this agreement.

### **16.3 Overtime Entitlement**

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) Time shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### **16.4 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### **16.5 Sharing of Overtime**

Overtime work shall be allocated equitably to those employees who normally do the work considering their availability and location.

### **16.6 Overtime Compensation**

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

- (1) time and one-half (1½) for the first three (3) hours of overtime on a regularly scheduled workday; and
- (2) double-time (2x) for hours worked in excess of (1);
- (3) double-time (2x) for all hours worked on a day of rest.

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

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time (2x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half (2½x) for all hours worked.

(c) (1) Employees shall have the option of being compensated for overtime in cash or compensatory time off.

(2) If the employee elects to take compensatory time off, they shall so advise the Employer before the end of the pay period and such time off shall be scheduled by mutual agreement within sixty (60) days from it being earned.

(3) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the sixty (60) days, to receive cash payment for such unscheduled compensatory time off.



(4) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in which the employee opts for cash payment pursuant to Clause 16.6(c)(1) or (3) above, as the case may be. Any compensatory time off unscheduled at the fiscal year end or on termination, whichever first occurs, shall be paid in cash at that time.

#### **16.7 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half (2½) hours' overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be: \$12.00

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

(c) When an employee is called out for overtime prior to their scheduled shift and it was not possible to give one-half (½) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance. This provision shall not apply to employees whose job functions include standby duties.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.

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

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

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

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

(b) Clause 16.9(a) above shall not apply to employees whose job functions include standby duties. Such employees shall not have the right to refuse callout for overtime work.

#### **16.10 Overtime for Part-Time Employees**

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

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

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

#### **16.11 Callout Provisions**

(a) *Callout Compensation* - An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be

compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work. This provision shall apply to employees engaged in work which is not of a continuous nature if, at the time of the callout, the employee is working regularly scheduled shifts.

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

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

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

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

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

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

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

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

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

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Clauses 16.11(b)(2), (c)(1) and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

### **16.12 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

### **16.13 Overtime Records**

Should a grievance arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained at the local level and that access to such records shall be permitted to the union official in that jurisdiction.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

(a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

(b) Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

**17.2 Entitlement to Paid Holidays**

(a) An employee shall only be entitled to a designated holiday with pay if:

(1) they have worked not less than one hundred and twelve and one-half (112½) hours at straight-time rates in the thirty (30) days immediately preceding the designated holiday(s); or

(2) they have worked fifteen (15) of the thirty (30) days immediately preceding the designated holiday(s); or

(3) they have worked the day immediately preceding the designated holiday and the day immediately following the designated holiday.

(b) An employee who is terminated shall not be entitled to a designated holiday with pay.

**17.3 Holidays Falling on Saturday or Sunday**

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

**17.4 Holiday Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu to be scheduled by agreement between the employee and the Employer.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to Clause 17.4(a) above, they shall be compensated at double-time (2x) rate.

**17.5 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half (2½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by agreement between the employee and the Employer.

**17.6 Holiday Coinciding With a Day of Vacation**

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

**17.7 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

**17.8 Paid Holiday Pay**

(a) For employees engaged in work of a continuous full-time nature, payment for paid holidays will be made at the employee's basic pay, except if the employee has been working in a higher paid position than their regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven and one-half (7½) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and fifty (450) working hours preceding a paid holiday.

(b) For employees engaged in part-time work or work which is not of a continuous nature, payment for the paid holiday will be based on the employee's average daily earnings, exclusive of overtime, in the thirty (30) days immediately preceding the holiday.

(c) Employees engaged in part-time work or work which is not of a continuous nature who do not work on the statutory holiday, but qualify for statutory holiday pay in accordance with Clause 17.2, shall be entitled to statutory holiday pay based on the employee's average daily earnings calculated in accordance with Clause 17.8(b) for the employee's regular hours of work.

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation Entitlement**

(a) *Definitions:*

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

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls. An employee's anniversary will fall on the day upon which the employee completes one thousand nine hundred and fifty-seven (1957) hours of work on the basis of Clause 11.3(a) Calculation of Seniority.

(b) An employee shall be entitled to the following vacation leave after completing the set number of years of service seniority:

All employees hired prior to January 1, 2010:

<b>Vacation Years</b>	<b>Workdays</b>
First to fifth .....	15
Sixth.....	16
Seventh .....	17
Eighth .....	21
Ninth .....	22

Tenth .....23  
 Eleventh .....24  
 Twelfth to nineteenth .....25  
 Twentieth.....30

All employees hired after January 1, 2010:

<b>Vacation Years</b>	<b>Workdays</b>
First to fifth .....	15
Sixth.....	16
Seventh .....	17
Eighth .....	21
Ninth .....	22
Tenth.....	23
Twelfth.....	24

(c) *Conversion of Hours* - Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven and one-half (7½) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour workday and deducted accordingly.

(d) Employees engaged on a non-continuous part-time basis shall have their vacation leave prorated, and their vacation pay calculated pursuant to Clause 18.3.

**18.2 Vacation Scheduling**

(a) With the exception of authorized vacation carryover under Clause 18.5, the scheduling and completion of vacations shall be on a calendar-year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) (1) An employee engaged in work of a continuous nature earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(2) An employee engaged in work which is not of a continuous nature shall not be entitled to vacation leave until their first anniversary upon the completion of one thousand nine hundred and fifty-seven (1957) hours of work.

(d) Vacations will be scheduled on the basis of service seniority by classification within the seniority block subject to operational requirements:

(1) Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.

(2) An employee who does not exercise their seniority rights within two (2) weeks of the vacation being posted shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(3) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(4) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employee's preference for vacation.

- (e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (f) Employees engaged in work which is not of a continuous nature who qualify for vacation leave pursuant to this clause may be restricted as to the time of year they may schedule their vacation.

### 18.3 Vacation Pay

- (a) Employees shall receive vacation pay at the following rates of point four percent (0.4%):

DAYS	PERCENTAGE
15	6.00%
16	6.40%
17	6.80%
21	8.40%
22	8.80%
23	9.20%
24	9.60%
25	10.00%
30	12.00%

- (b) Employees engaged in work which is not of a continuous nature shall be paid vacation pay on each paycheque. Employees covered by this clause shall be entitled to schedule vacation leave without pay in accordance with their vacation leave entitlement.
- (c) During the first year of partial service, a new employee engaged in work of a continuous nature shall be paid any unused vacation pay in the final payday of that year on the basis of six percent (6%) of their earnings for the partial year, subject to Clause 18.5.
- (d) For subsequent vacation years, vacation pay for employees engaged in work of a continuous nature shall be paid at the time an employee takes their vacation leave and shall be based on the employee's anticipated straight-time earnings during that vacation year. Subject to Clause 18.5 a vacation pay adjustment shall be done on the final payday of that year or upon termination whichever first occurs. Vacation pay paid but not earned shall be recovered from the employee's pay. Vacation pay earned but not paid shall be paid out to the employee.

### 18.4 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of sick leave, wage indemnity or on a leave with pay in accordance with Clauses 20.1 Entitlement to Special and Other Leave and 20.7 Leave for Writing Examinations during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### 18.5 Vacation Carryover

- (a) An employee may carry over up to five (5) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Employees in their first partial year of service, which commenced prior to July 1<sup>st</sup> of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clauses 18.3(b) and (c), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31<sup>st</sup>) shall be considered a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31<sup>st</sup> shall not be considered a vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.6 Callback from Vacation**

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

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

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

#### **18.7 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

#### **18.8 Vacation Relief**

Where the Employer determines that vacation relief is required, the Employer shall give employees who are employed for work which is of a continuous nature and who are qualified to perform the work the opportunity to substitute in accordance with Clause 27.4 Substitution Pay and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

### **ARTICLE 19 - GROUP RRSP**

#### **19.1 Establishment of a Plan**

The Employer shall establish a group RRSP ("*the Plan*") for its employees effective November 1, 1989.

#### **19.2 Definition of Eligible Employees**

(a) Employees shall be eligible to participate in the Plan as follows:

(1) employees engaged in work of a continuous nature shall be eligible to participate from the first day of their employment;

(2) employees engaged in work which is not of a continuous nature and who came into the bargaining unit prior to January 1, 1997, shall be eligible to participate in the Plan upon completion of five thousand (5000) hours of straight-time work.

(3) employees engaged in work which is not of a continuous nature and who come into the bargaining unit on or after January 1, 1997, shall be eligible to participate in the Group RRSP Plan provided the employee meets the eligibility requirements set out in Clause 25.2 Entitlement to Benefits for Non-Continuous Employees.

(b) Participation in the Plan shall be at the option of the eligible employees.

**19.3 Contribution Rates**

- (a) the Employer agrees to match employee contributions, through payroll deductions, up to a maximum contribution at the rate of five percent (5%) of gross salary; and
- (b) New employees will be eligible to receive the employer contribution after the completion of two (2) or more years of service.

Gross salary means the wages paid to the employee including shift premiums and substitution pay but excluding any overtime, bonuses or profit sharing.

**19.4 Enrolment in the Plan**

All eligible employees who elect to participate in the Plan shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's wages or salary of the amount of the employee's contribution to the group RRSP Plan.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE****20.1 Entitlement to Special and Other Leave**

- (a) Only employees engaged in work of a continuous nature shall be entitled to paid leave under this clause. Pay will only be granted for those days on which the employee would have otherwise worked.
- (b) Employees engaged in work which is not of a continuous nature shall receive the time off specified in this clause but shall not be paid for such leave.

**20.2 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral/service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, stepparent, spouse, child, brother, sister, father in-law, mother-in-law, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter in law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral/service.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

**20.3 Special Leave**

- (a) Subject to Clause 20.12 Definition of a Child, where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) marriage of the employee .....3 days;
  - (2) attend wedding of the employee's child .....1 day;
  - (3) birth or adoption of the employee's child .....1 day;
  - (4) attend their formal hearing to become a Canadian citizen.....1 day;



- (5) attend funeral/service .....½ day;
- (6) court appearance for hearing of employee's child.....1 day.

(b) Two (2) weeks' notice is required for leave under Clause 20.3(a)(1), (2) and (4).

(c) For the purpose of Clauses 20.3(a)(2), (4), (5) and (6), leave with pay will be only for the workday on which the situation occurs.

#### **20.4 Family Illness**

(a) In the case of illness of a dependent child or parent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or parent, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

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

Subject to the operational requirements of the business, the Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President and/or Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

#### **20.6 Leave for Court Appearances**

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors in a court action.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay. However, nothing in this clause deprives an employer of the right to discipline or discharge.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

### **20.7 Leave for Writing Examination**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses required by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

At the discretion of the Employer, a leave of absence with pay may be granted to allow employees to write examinations for courses which might be of benefit to the Employer.

### **20.8 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

### **20.9 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

### **20.10 General Leave**

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

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

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the Employee's place of residence.

### **20.12 Definition of Child**

Wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

**20.13 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3, and 20.11 shall not exceed a total of thirty-seven and one-half (37½) hours per calendar year, unless additional special leave is approved by the Employer.

**20.14 Emergency Service Leave**

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

**20.15 Compassionate Care Leave**

(a) An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying with twenty-six (26) weeks.

There will be no interruption in the accrual of seniority, provided the employee immediately above the employee on compassionate leave is not on layoff, or eligibility for benefits provided for under Article 25 Health and Welfare, for the eight (8) week period.

(b) Effective January 1, 2016, the eight week (8) period noted above, will be extended to six months to coincide with the *Employment Insurance Act*.

**ARTICLE 21 - MATERNITY AND PARENTAL LEAVE****21.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave upon successful completion of the probationary period.

(a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.

(b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.

(c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

(e) Where the pregnant employee is eligible, pursuant to Article 25 Health and Welfare, for coverage under the Health and Welfare plan, the Employer shall maintain coverage for medical, extended health, dental, and group life by paying the Employer's share of these premiums provided the employee returns to work for a period of at least six (6) months following the maternity leave. If the employee does not so return to work, she shall repay to the Employer the Employer's share of the premiums.

(f) Notwithstanding Clause 18.1(b) Annual Vacation Entitlement and Clause 18.5 Vacation Carryover, vacation entitlements shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not

less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.5 Vacation Carryover.

(g) Maternity leave for employees who have not completed the probationary period shall be in accordance with the *Employment Standards Act*.

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

## **21.2 Parental and Adoption Leave**

(a) An employee who requests parental leave under this section is entitled to:

(1) for a birth mother who takes leave under Clause 21.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.1 unless the Employer and employee agree otherwise;

(2) for a birth mother who does not take leave under Clause 21.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;

(3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and

(4) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Clause 21.1.

(c) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is for leave under Clause 21.1, be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and

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

(d) An employee's combined entitlement to leave under Clause 21.1 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause 21.1(h) or Subsection (2) of this section.

## **21.3 Seniority Rights on Re-Employment**

(a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority they had accumulated prior to commencing maternity or adoption leave and shall be credited with service seniority equivalent to what she would have earned had she not been absent on maternity or adoption leave. This will be calculated as the average of the hours worked by the person above and below this person when they left on maternity leave. In the event that this is the person at the top of the seniority list they will be credited with the same number of hours worked as

the second person on the list. In the event that this is the person at the bottom of the seniority list they will be credited with the same number of hours worked as the second person from the bottom of the list.

(b) An employee shall be deemed to have resigned on the date upon which their maternity or adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

#### **21.4 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented. The maternity leave set out in Clause 21.1(a) may be extended for an additional period of one (1) month upon request of the employee for any other reason.

#### **21.5 Paternity Leave**

Upon request, an employee who has completed the probationary period, shall be granted a leave of absence without pay for up to six (6) months following the birth of a child. The employee shall be entitled to the provisions of Clauses 21.1(b) and (c) and Clause 21.3.

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

#### **22.1 Statutory Compliance**

(a) The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with. First aid kits shall be supplied in accordance with this clause.

(b) In the event that statutes governing occupational health and safety regulations and standards which pertain to employees are changed during the term of this agreement, the parties agree to meet and discuss the impact of those changes.

#### **22.2 Occupational Health and Safety Committee**

The Employer and the Union agree to establish an occupational health and safety committee. The Occupational Health and Safety Committee shall be composed of personnel employed at the location. The composition will be determined locally through management and local union representatives. The employee representatives on the Committee shall be elected by the members of the B.C. Government and Service Employees' Union at the location. These committees will meet, at regular intervals to be determined by the committees, in accordance with the Occupational Health and Safety Regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer.

Employees who are representatives of the Committee shall not suffer any loss of basic pay or seniority for the time spent attending a committee meeting.

The Union and the Employer shall establish mutually agreeable terms of reference by which the occupational health and safety committees shall operate. Without limiting the establishment of additional terms of reference, such terms of reference shall address:

- (a) occupational health and safety courses;
- (b) unsafe work conditions;
- (c) injury pay provisions;

- (d) pollution control;
- (e) industrial first aid requirements;
- (f) working hazards;
- (g) pesticides.

### **22.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work in an assignment which, in the opinion of:

- (a) a member of the Local Occupational Health and Safety Committee, or
- (b) a person designated by the Safety Committee, or
- (c) a safety officer,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Section 3.12 of the Workers' Compensation Board Occupational Health and Safety Regulations, they shall not be subject to disciplinary action.

### **22.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of shift without deduction from short-term disability leave.

### **22.5 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be determined by the First Aid Attendant on the site and administering first aid to the patient, and at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

### **22.6 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

### **22.7 Investigation of Accidents**

- (a) All accidents required to be investigated pursuant to the Workers' Compensation Board Occupational Health and Safety Regulations, shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) A report shall be submitted which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer designate(s)
  - (4) BCGEU designate(s)
- (c) In the event of a fatality the Employer shall immediately notify the Union of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## 22.8 Industrial First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees designated to act as the nursery's Industrial First Aid Attendant in addition to their normal job duties will receive their full allowance while on approved leave with pay or while on vacation leave with pay.
- (d) Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, the employee shall be paid the hourly allowance for all hours appointed as a First Aid Attendant.

### *Industrial First Aid Certificate:*

Level 3 - \$0.85 per hour

Level 2 - \$0.70 per hour

Level 1 - \$0.60 per hour

- (e)
  - (1) In order to meet the requirements of Clause 22.8(a) above, the Employer will designate in order of seniority from among those employees holding an appropriate Industrial First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
  - (2) Where no employee within the work unit possesses an Industrial First Aid Certificate, the opportunity to obtain a certificate will be offered first to employees engaged in work of a continuous nature and then to employees engaged in work which is not of a continuous nature in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Industrial First Aid Certificate.
  - (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching employees engaged in work of a continuous nature in the work unit on behalf of the Employer.
  - (4) Failing Clauses 22.8(e)(1), (2) and (3) above, the Employer may require an employee within the work unit who can meet the requirements of the WCB regulations to undertake Industrial First Aid training in order to obtain a certificate.
  - (5) Where the provisions of this article do not meet, within a reasonable period of time, the requirements of the Employer to achieve Clause 22.8(a) above, the Employer may:
    - (i) recall a qualified part-time employee in order of seniority from those holding the appropriate Industrial First Aid Certificate, and/or
    - (ii) hire a new employee with the required qualifications.

## 22.9 Unresolved Safety Issues

The local Safety Committee may refer unresolved safety issues to the Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

## 22.10 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b) (1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals, or

(ii) not working in the area of one (1) meter of video display terminals which use cathode ray tubes, or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within her nursery office, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in Clause 22.10(b)(2) above is not available, an employee engaged in work of a continuous nature will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(c) Where employees are on leave of absence pursuant to Clause 22.10(b)(3) above, and opt to maintain coverage for medical, dental, extended health, group life, WI and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(d) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens;

(2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.

The Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working With Video Display Terminals*" are being met.

(e) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working with Video Display Terminals*".

(f) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working With Video Display Terminals*".

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

(a) The Employer will abide by the Industrial Health and Safety Regulations of the Workers' Compensation Board.



- (b) Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same.
- (c) (1) Pregnant employees will not be required to work with dangerous goods, special waste, pesticides or harmful substances.
- (2) When a pregnant employee chooses not to work with the above items or in an area containing or utilizing the above items, if other work at the same or lower classification is available within the nursery, she shall be reassigned to such work and paid her regular rate of pay.
- (3) Where work reassignment in Clause 22.11(c)(2) above is not available, an employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (4) Where employees are on leave of absence pursuant to Clause 22.11(c)(3) above, and opt to maintain coverage for medical, dental, extended health, group life and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

#### **22.12 Safe Working Conditions**

- (a) The Employer undertakes to maintain office furniture and equipment in a safe condition in order to avoid injury to employees. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially unsafe furniture and equipment.
- (b) All steel cants shall be filed so that no rough or irregular corners which may present a safety risk remain. In the case where large volumes of steel cants are delivered to the worksite the Employer will arrange to have the "*filing*" work completed as soon as is reasonably possible.

#### **22.13 Supply and Maintenance of Equipment**

An employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies unless such failure results from circumstances beyond the Employer's control.

#### **22.14 Pesticides - Restricted Entry**

- (a) The Employer and the employees shall ensure no person enters an area or location where a pesticide has been applied until after the expiry of the restricted entry interval as specified on the product label, of the manufacturer.
- (b) Where the Employer or an employee authorizes a person to enter the area or location where pesticides have been applied before the expiry date of the restricted entry interval, the Employer or employee shall ensure that proper protective clothing and equipment supplied by the Employer is worn.
- (c) Production handling of seedlings shall not commence until pesticide treated seedlings are dry or until forty-eight (48) hours' time has elapsed since the pesticide treatment and the pesticides have been irrigated off the seedling, whichever first occurs.

**ARTICLE 23 - TECHNOLOGICAL CHANGE****23.1 Technological Change**

- (a) Both parties acknowledge the overall advantage and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
- (c) In light of this mutual recognition, the parties have agreed to the following.

**23.2 Notice of Technological Change**

- (a) For the purpose of technological change the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a), the Labour/Management Committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
  - (1) Employees engaged in work of a continuous nature who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 Layoff and Recall.
  - (2) To absorb those employees who are engaged in work of a continuous nature but who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 Layoff and Recall.
- (e) Notwithstanding Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

**23.3 Definition of Technological Change and Layoffs**

For the purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### 23.4 Meeting Between the Parties

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in the relevant legislation and provided for in Clause 23.2(a). Accordingly, the parties agree to meet to exchange information with respect to such changes at the request of either party.

## ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Extended Health Care Plan for Continuous Employees

The Employer shall arrange to make available to eligible employees who are employed for work which is of a continuous nature a flexible health and welfare plan mutually agreed to by the parties which provides one of the following gold or platinum package plan options:

Component	Plan Coverage Outline
Medical Services Plan of BC	As provided by the Province of British Columbia
Group Life	200% of annual earnings
Accidental Death and Dismemberment	\$200,000 maximum, reduces by 50% at age 65, terminates at age 70.
Extended Health Care Plan	Gold – 100% coverage, \$300 per year per paramedical Platinum – 100% coverage, \$500 per year paramedical
Dental	Gold – 100% coverage for basic, \$2,500 lifetime orthodontic, recall exam every 9 months, 3 hours of scaling per year Platinum – 100% coverage for basic, \$3,000 lifetime orthodontic, recall exam every 6 months, 3.75 hours scaling per year
Prescription Drugs	Gold – Pay direct drug card, 80% coverage of first \$5,000, 100% thereafter, no maximum, generic formulation Platinum – Pay direct drug card, 90% coverage of first \$5,000, 100% thereafter, no maximum, generic formulation
Vision Care	\$250 every 12 months for children, every 24 months for adults, one exam every 24 months
Short-Term Disability	75% of basic monthly earning to a maximum of \$970 per week. Maximum length of 17 weeks.
Long-Term Disability	Gold – 66.67% of basic monthly earning. Coverage terminates at 65, less the elimination period of 17 weeks. Platinum – 75% of basic monthly earnings. Coverage terminates at 65, less the elimination period of 17 weeks.

- Once a plan is chosen the plan choice is locked in for a minimum period of two (2) years, unless there is a life changing event such as marriage, birth, loss of spousal coverage or loss of a dependant.
- The Employer shall pay the monthly premiums required for all eligible employees entitled to coverage under the Plan provided that with respect to the Platinum Plan coverage the employee shall pay any additional premium payments over the Gold plan coverage for the enhanced LTD, Extended Health and Dental care coverage.
- All plan details will be listed and administered as per the group benefits booklet provided to eligible employees by the plan provider

## 25.2 Entitlement to Benefits for Non-Continuous Employees

(a) Employees who are employed for work which is not of a continuous nature, shall be entitled to health and welfare benefits and sick leave if the employee has:

- (1) worked not less than one thousand and nine hundred and fifty-seven (1957) hours in a consecutive seventeen (17) month period;
- (2) worked not less than twelve hundred (1200) hours in the immediately preceding twelve (12) month period;
- (3) has not otherwise lost his/her seniority in accordance with Article 11 Seniority.
- (4)
  - (i) Effective January 1<sup>st</sup> 2016, employees who are employed for work which is not of a continuous nature, but work not less than 1957 hours in a consecutive eighteen (18) month period and not less than 1100 hours in the immediately preceding twelve (12) month period a "Level 1" benefit package will be provided (as outlined by the service provider and includes BC Medical, Extended Health, Dental, and Life Insurance) of which the employee will pay twenty-five percent (25%) of the monthly premiums as determined by the benefit provider until such a time as they qualify for full benefits under 25.2(a)(1)(2)(3);
  - (ii) Effective January 1<sup>st</sup> 2016, if an employee does not remain qualified under 25.2(a)(1)(2)(3), but works not less than 1957 hours in a consecutive eighteen (18) month period and not less than 1100 hours in the immediately preceding twelve (12) month period a "Level 1" benefit package will be provided (as outlined by the service provider and includes BC Medical, Extended Health, Dental, and Life Insurance) of which the employee will pay twenty-five percent (25%) of the monthly premiums as determined by the benefit provider until such a time as they re-qualify for full benefits under 25.2(a)(1)(2)(3).

### Level 1 Benefit Package:

Component	Plan Coverage Outline
Medical Services Plan of BC	As provided by the Province of British Columbia
Group Life	100% of annual earnings
Accidental Death and Dismemberment	100% of annual earnings, reduces by 50% at age 65, terminates at age 70
Extended Health Care Plan	80% coverage (subject to certain maximums)
Dental	80% coverage for basic services, \$500 maximum per person per year, recall exam every 9 months, 8 units of scaling per year
Prescription Drugs	80% coverage, \$500 / per year drug maximum, mandatory generic formulary
Vision Care	One exam every 24 months

- All plan details will be listed and administrated as per the group benefits booklet provided to eligible employees by the plan provider

(b) If the employee has not met the requirements set out in Clause 25.2(a), they shall be paid sixty-two cents (62¢) per hour worked at straight-time rates, in addition to their regular salary in lieu of health and welfare and sick leave benefits.

(c) If an employee entitled to coverage under the health and welfare plan pursuant to Clause 25.2(a) is laid off or on authorized leave of absence the provisions of Clause 25.7 shall apply provided the employee remains qualified under Clause 25.2(a).

An employee who is otherwise eligible for coverage pursuant to this article who returns from layoff shall be reinstated for coverage under the Plan at the beginning of the month immediately following the month in which they return from the layoff. An employee who ceases to be eligible for coverage pursuant to Clause 25.2(a) above during the period of layoff shall receive the payment in lieu of coverage pursuant to Clause 25.2(b) above upon return from layoff.

### **25.3 Payment of Premiums**

The Employer shall pay the monthly premiums required for all eligible employees entitled to coverage under the Plan.

### **25.4 Enrolment in the Plan**

All employees of the Company who are employed for work which is of a continuous nature shall participate in the Plan as a condition of employment and shall complete the premium deduction authorization with respect to any premiums payable for Group Life coverage over forty thousand dollars (\$40,000).

### **25.5 Effective Date of Coverage**

Employees employed for work which is of a continuous nature shall be eligible to participate in the Dental, Group Life, Accidental Death and Dismemberment and Extended Health Plans from their first day of employment and shall be eligible to participate in the Weekly Indemnity and Long-Term Disability Plans upon successful completion of the probationary period of nine hundred and seventy-nine (979) hours of straight-time work and a minimum of six (6) months employment.

### **25.6 Copies of the Plan**

A summary of the Health and Welfare Plan will be made available to all employees covered by the plan. The Union will be provided with a copy of the Plan as well as any modifications or changes to the Plan made by the carrier.

### **25.7 Coverage While on Layoff**

If any eligible employee who has been covered by the Health and Welfare Plan is laid off or on authorized leave of absence, the employee's coverage under the Plan for Dental, Group Life, Accidental Death and Dismemberment and Extended Health shall continue until the end of the month following the month in which the layoff or authorized leave of absence occurred. Coverage for Weekly Indemnity and Long-Term Disability shall only continue until the end of the month in which the layoff or authorized leave occurred. Thereafter, the employee may maintain coverage under the Plan for Extended Health, Dental and Group Life for a period of ninety (90) days from the date of layoff or authorized leave by paying, in advance, all monthly premiums (both the Employer and employee contributions) required during the period of layoff or authorized leave of absence.

When an eligible employee returns to work after a layoff or authorized leave of absence, the employee shall be reinstated to coverage under the Plan effective the first of the next calendar month following the employee's return to employment in work of a continuous nature.

### **25.8 Employer's Obligation to Pay Premiums**

It is understood that the Employer's obligation is restricted to the payment of the premiums as set out in Clause 25.3. Eligibility and/or entitlement to any of the benefits outlined in Clause 25.1 shall be governed by the terms and conditions of the Plan itself.

**25.9 Sick Leave Credits**

- (a) An employee employed for work which is of a continuous nature and who has completed the probationary period of nine hundred and seventy-nine (979) hours of straight-time work shall be credited with six (6) days sick leave credits (forty-two [42] hours) at seventy-five percent (75%) pay in each year of the agreement. Sick leave may not be accumulated from year to year.
- (b) Sick leave under 25.9 above shall be prorated for continuous part-time employees who have successfully completed the probationary period of nine hundred and seventy-nine (979) hours of straight-time work.
- (c) Employees engaged in work which is not of a continuous nature but who qualify for health and welfare benefits and sick leave pursuant to Clause 25.2 shall be credited with six (6) days sick leave credits in each year of the agreement. Pay for such sick leave shall be on the basis of seventy-five percent (75%) of the employee's average daily earnings in the three (3) months immediately preceding the absence due to illness for which sick leave credit is being claimed.
- (d) Sick leave may only be claimed in the event of legitimate illness and the Employer may request a medical certificate where sick leave is claimed.

**25.10 Employees Option to Purchase Coverage**

Employees engaged in work which is not of a continuous nature who have completed the probationary period of nine hundred and seventy-nine (979) hours of straight-time work but who do not otherwise qualify for coverage under the health and welfare plan pursuant to Clause 25.2 shall be permitted to choose to have coverage under the medical, group life, and dental plan by paying the full cost of the premium coverage themselves. Where an employee opts for coverage pursuant to this article they shall complete the premium deduction authorization form with respect to the premiums payable for Medical, Group Life and the Dental plan.

**25.11 Posting of Positions After Twelve Months**

Where an employee has been in receipt of short and/or long-term disability benefits for the same disability for a period of twelve (12) months the Employer shall have the right to post the employee's position pursuant to Article 12 Job Postings of this agreement. If the employee is later determined to be fit to return to work the employee shall be entitled to fill a vacant position provide the employee is qualified to perform the work. Where no vacancy exists the employee will be placed on the recall list for the period set out in Clause 11.4(c) Loss of Seniority.

**25.12 Purchase of Benefits While on Long-Term Disability**

An employee in receipt of short and/or long-term disability benefits shall be considered an employee for purposes of the health and welfare plan and the Employer shall continue to pay its share of the premiums required to maintain coverage for a period of twelve (12) months. Thereafter any premiums required to maintain coverage shall be paid by the employee. Employees in receipt of long-term disability benefits will not be covered by any other provisions of the collective agreement (with the exception of Clause 25.11 and Clause 25.12).

## ARTICLE 26 - WORKING CLOTHING

### 26.1 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:

- Hard hats and liners where required;
- Safety gloves;
- Safety or welding goggles and helmets;
- Respirators;
- Protective hearing devices;
- Safety glasses;
- Raingear for Growers and Irrigation Specialists.

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

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCE

### 27.1 Equal Pay

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

### 27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Employees who are not employed in work of a continuous nature shall receive their paycheques no later than four (4) weeks after they commence employment. This clause does not prohibit the Employer from giving an advance against hours worked.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or direct union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

### 27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) The rates of pay are recorded in Appendix 1.

**27.4 Substitution Pay**

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the rate for the job. Employees on sick leave, special leave, or any other paid leave of absence will be entitled to pay based on the rate of pay they received prior to substituting in a higher position.
- (b) Payment for leave under Clauses 20.1 Entitlement to Special and Other Leave and 20.2 Bereavement Leave will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) days preceding their leave, in which case they shall receive the higher rate.
- (c) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (d) An employee who is assigned to work in a higher paying position, for more than one-half (½) hour, will receive the higher rate of pay for four (4) hours. Where the Employer requires an employee to work more than four (4) hours in a higher paying position, the employee will receive the higher rate of pay for the full day.
- (e) Substitution to a higher paying position (other than appointments to a foreman or lead hand) shall be offered to the most senior employee provided that the employee meets the basic qualifications of the position as defined in the job description.

**27.5 Pay On Temporary Assignment**

An employee who is temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain their regular rate of pay.

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

An employee shall not have their salary reduced by reason of:

- (a) a change in the classification of their position; or
- (b) placement in another position with a lower salary,

except in cases where such a change or placement is caused by the employee or as a result of the application of Article 13 Layoff and Recall.

Any employee whose salary is red-circled as a result of this provision shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving. That employee shall receive the full negotiated salary increases for their new classification thereafter.

**27.7 Vehicle Allowances**

Vehicle allowances for all distances travelled on company business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowances shall be:

- First 5,000 km..... 50¢ per km
- Over 5,000 km..... 48¢ per km



**27.8 Meal Allowances**

Employees away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters upon submission of receipts.

The maximum daily allowable meal allowance shall be fifty dollars (\$50).

**27.9 Travel Away from Headquarters Area**

Employees who are required to travel away from their headquarters area are entitled to:

- (a) meal allowance as outlined in Clause 27.8; and
- (b) reimbursement for accommodation at a location selected by the Employer.

Where private accommodation is used, the employee will be reimbursed at a rate of fifteen dollars (\$15) per night.

Employees required to travel shall be provided with an adequate travel advance upon request. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

**27.10 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**27.11 Relocation Expenses**

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding #2 Relocation Expenses.

**27.12 Retirement Allowance**

Upon retirement from service, an employee engaged or deemed to be engaged in work of a continuous nature, who has completed twenty (20) years of continuous service is entitled to an amount equal to their salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of their monthly salary.

**27.13 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

**27.14 Daily Allowance**

Employees away from headquarters who are required to obtain overnight accommodation shall be reimbursed five dollars (\$5) per day for miscellaneous out-of-pocket expenses, e.g., telephone calls home, parking meters that don't provide receipts, and luggage wear and tear.

**27.15 Salary Rate on Demotion**

When an employee is demoted, the employee shall receive the rate for the position to which they are demoted.

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

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

$$\frac{\text{Annual Salary}}{26.1} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.1} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{75} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purpose of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.1}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Salary} = \frac{\text{Hrs. worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs. scheduled plus paid holiday (paid holiday} = 7 \text{ hrs)}}$$

When an article in this agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

**27.17 Additional Payments**

The rates of pay provided for by this agreement shall be minimum rates and nothing in this agreement will prevent the Employer from making additional payments through a profit-sharing program or bonus system.

**27.18 Pesticide Premium**

A premium allowance of one dollar and seventy-five cents (\$1.75) per hour shall be paid in addition to regular rates of pay to employees engaged in the preparation and application of pesticides. The premium allowance shall only be payable for the time actually spent preparing and applying the pesticides.

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION****28.1 Classification and Salary Assignments**

- (a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to arbitration pursuant to Article 9 Arbitration.

## ARTICLE 29 - LABOUR MANAGEMENT COMMITTEES

### 29.1 Local Committees

At each nursery there will be a labour/management committee comprised of two (2) employee representatives appointed by the Union and two (2) employer representatives. The Committee shall meet as required at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on any committee. An employer and employee representative shall alternate in presiding over the meetings.

### 29.2 Responsibilities of Committees

(a) The committees shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The committees shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions reached at their discussions.

(b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding; and
- (3) the enhancement of the skill base of employees in order to increase the employees' promotional opportunities.

### 29.3 Annual Information Sessions and Policy Meetings

The parties and the Union recognize the importance and necessity of meeting regularly to discuss problems which may arise.

The Principals to this agreement or their designates, shall meet when necessary, but at least annually, to review issues that exceed the scope of the local labour management committees as outlined in Clause 29.2 above. Issues for discussion pursuant to this article may include, but not limited to, such issues as enhancing relationships with the unionized employees, matters pertaining to more effectively dealing with Occupational Health and Safety, dispute resolution, and grievance matters, or any other matters as may be brought forward by either party prior to such meetings taking place.

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Parking

The Employer shall ensure there is adequate employee parking.

### 30.2 Tools and Equipment

Employees will not be required to supply work tools or equipment. The Employer will supply and maintain all tools and equipment required for the job.

### 30.3 Indemnity

(a) *Civil Action* - The Employer agrees to pay any judgement against an employee and not seek indemnity against them providing such judgement arose out of the proper performance of their duties. The Employer also agrees to pay reasonable legal costs incurred in the proceedings including

those of the employee providing the Employer has the sole right to determine if an appeal of a decision rendered will be pursued, and further there is no other party from which legal costs may be recovered.

(b) *Criminal Action* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees with the same provisions as contained in Clause 30.3(a) above.

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

#### **30.4 Payroll Deductions**

An employee shall be entitled to have deductions from their salary assigned to a Tax Free Savings Account (TFSA).

#### **30.5 Political Activity**

(a) *Municipal and School Board Offices*

- (1) Employees may seek election to municipal and school board offices, provided that:
  - (i) the duties of the municipal or school board offices other than regular council or board meetings do not impinge on normal working hours as an employee; and
  - (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee.
- (2) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.5(a) Full-Time Union or Public Duties to engage in the

election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.5(c) Full-Time Union or Public Duties. If not elected, the employee shall be allowed to return to their former position.

### **30.6 Copies of Agreement**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, sufficient copies of the agreement will be copied for distribution to employees. The cost of such copies and distribution shall be borne equally by the parties.

(b) The Employer will provide copies of the collective agreement within ninety (90) days of its signing. Ninety (90) days may be waived in extenuating circumstances.

### **30.7 Private Vehicle Damage**

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to two hundred dollars (\$200).

### **30.8 Lockers**

Where working conditions or weather requires employees who are engaged in work of a continuous nature to have additional clothing available then the Employer shall provide appropriate secure individual lockers within the assembly room building.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Duration**

This agreement shall be binding and remain in effect to midnight December 31, 2017.

### **31.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2017, but, in any event, not later than midnight, October 31, 2017.

(b) Where no notice is given by either party prior to October 31, 2017, both parties shall be deemed to have given notice under this clause on October 31, 2017, and thereupon Clause 31.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of the Company.

### **31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 31.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **31.4 Change in Agreement**

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

**31.5 Agreement to Continue in Force**

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

**31.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this agreement. Further, the parties agree that the signing of this agreement shall not be unreasonably delayed.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Rob Miller  
President & CEO

\_\_\_\_\_  
Janet Brewer  
Bargaining Committee Chair

\_\_\_\_\_  
Peter Richter  
Director, Human Resources

\_\_\_\_\_  
Marcel Ouellet  
Bargaining Committee Member

\_\_\_\_\_  
Chris Mostyn  
Armstrong Nursery Manager

\_\_\_\_\_  
Darrell Strom  
Bargaining Committee Member

\_\_\_\_\_  
David Cox  
Consultant

\_\_\_\_\_  
Lindsay Buss  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX 1**  
**Re: Classifications & Rates of Pay**  
*(Biweekly and Hourly Salaries)*

	Current Rate 2014	Effective January 1, 2015 (2%)	Effective January 1, 2016 (2%)	Effective January 1, 2017 (2%)
Grower 1	23.47	23.94	24.42	24.91
Grower 2	20.90	21.32	21.74	22.18
Office Assistant 1	16.71	17.04	17.39	17.73
Office Assistant 2	16.50	16.83	17.17	17.51
Foreman	20.85	21.27	21.69	22.13
Machine Operator	19.67	20.06	20.46	20.87
Forest Nursery Worker 1	19.13	19.51	19.90	20.30
Forest Nursery Worker 2	18.22	18.58	18.96	19.34
Forest Nursery Worker 3	13.90	14.18	14.46	14.75
Forest Nursery Worker 4	12.73	12.98	13.24	13.51
Forest Nursery Worker 5		12.50	12.75	13.01

- The wage rate for the FNW3/4/5's shall be as follows:
  - (a) Current straight hourly rate pursuant to Appendix 1, or
  - (b) *Piecework*
    - (1) the piecework rate will vary depending on the nature of the work performed, the quality of the produce and other factors. As a result, the rate per unit will be established by the Employer prior to assigning the work and may vary from location to location from time to time.
    - (2) it is agreed that annually, on a calendar year basis, the rate paid for all piecework performed by the employees in the bargaining unit will average at or above the straight hourly rate for FNW5's set out in Appendix 1 above. In the event it does not and an adjustment is required, the difference between the actual average paid and the average calculated will be paid out on a prorated basis to the FNW3/4/5's in accordance with the piece rate hours worked.

Any employee currently earning more than provided in this agreement shall be red-circled at that rate. Such employee shall not receive any further increases in wages until the rate in this agreement meets or exceeds the rate at which the employee has been red-circled.

### Lead Hands

Foreman and Lead Hands may be assigned and removed at the Employer's discretion.

- (a) Any employee appointed as a Lead Hand shall be paid no less than the rate in effect for the Forest Nursery Worker 1 classification.
- (b) Employees wishing to be considered for the position of Foreman or Lead Hand must make their intentions known to the Employer at the location where the employee is employed by January 31<sup>st</sup> of each year.
- (c) Employees have the right to decline the appointment of Foreman or Lead Hand.

**APPENDIX 2**  
**Re: Seniority Blocks**

- Harrop
- Vernon (including Armstrong)
- Red Rock
- Campbell River

**MEMORANDUM OF UNDERSTANDING #1**  
**Re: Signing of Letters of Commitment, Memorandums of Agreement,**  
**Letters of Understanding and Appendices**

The BCGEU and PRT Growing Services Ltd. agree that all letters of commitment, memorandums of understanding, memorandums of agreement, letters of understanding and appendices contained within the collective agreement do not have to be signed off at the renewal of each agreement.

It is further understood that to remove or change a letter of commitment, memorandum of understanding, memorandum of agreement, letter of understanding or an appendix, it must be negotiated out of the collective agreement with a proposal at collective bargaining or changed by agreement.

**MEMORANDUM OF UNDERSTANDING #2**  
**Re: Relocation Expenses**

**1.1 Definitions**

For the purpose of these regulations:

*"dependants"* - for the purpose of definition, dependants are spouse, dependent children and anyone whom the employee claims exemption on Federal Income Tax returns;

*"private dwelling house"* - refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. *"House"*, *"residence"* and *"property"* refer solely to the residence occupied as the principal residence of the employee at the time of relocation, including mobile homes.

**2.1 Policy**

(a) Relocation expenses will apply:

(1) to employees who have to move from one nursery to another after completing their probation period and after winning an in-service competition where the position is permanently located at another nursery;

(2) to employees who have to move from one nursery to another at the Employer's request to fill a position which is permanently located at another nursery.

(b) The Employer will pay reasonable travelling, living and moving expenses on relocation in accordance with this article:

(1) reimbursement for any expense is contingent on production of appropriate receipts;



(2) upon production of appropriate receipts, meals will be reimbursed up to the amounts of Clause 27.9 Travel Away from Headquarters Area for adults and up to one-half (½) those amounts for children 12 and under.

## **2.2 Travel Expenses on Relocation**

### *(a) Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for reasonable travel expenses for the employee and spouse.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

### *(b) Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of reasonable travel expenses incurred during relocation for employees and dependants, plus reasonable accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation.

(a) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' reasonable travel expenses, meals and reasonable accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven (7) days.

## **2.3 Expenses Upon Relocation at New Location**

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of ten dollars (\$10) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of thirteen dollars and fifty cents (\$13.50) per day up to maximum of sixty (60) days;

(c) Where an employee is receiving the payment in Section 2.3(a) above and is later joined by his/her dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under Sections 2.3(a) and (b) shall not exceed sixty (60) days.

## **2.4 Moving of Household Effects and Chattels**

On relocation, the Employer shall arrange and pay for the following:

(a) reasonable cost of moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;

(b) reasonable cost of comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000);

- (c) reasonable cost of, where necessary, insured storage up to two (2) months;
- (d) reasonable cost of the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
  - (1) two hundred and fifty dollars (\$250) for a move not exceeding a distance of two hundred and forty (240) kilometres;
  - (2) five hundred dollars (\$500) for a move which exceeds a distance of two hundred and forty (240) kilometres;
  - (3) one hundred dollars (\$100) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to Section 2.4(e) above then the provisions of Sections 2.4(a) and (d) above shall not apply.

## **2.5 Moving of Mobile Homes**

- (a) Where an employee is living in a mobile home and chooses to move the mobile home on relocation the employee shall be entitled to reimbursement for the following costs to a maximum of two thousand dollars (\$2,000) upon production of receipts:
  - (1) moving of single-wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved,
    - the equivalent cost of moving a single-wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
    - the real estate and legal fees involved in selling the extra-wide trailer up to a maximum of thirty-five hundred dollars (\$3,500);
  - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);
  - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
  - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (b) Where the employee opts under this section to move their mobile home, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

## **2.6 Moving of Personal Vehicles Upon Relocation**

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

## **2.7 Incidental Expenses on Relocation**

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location .....\$400
- (b) when the employee is moving to rental accommodation in the new location .....\$150
- (c) when an employee is moving with a mobile home .....\$100
- (d) when the employee is moving to room and board.....\$50

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

## **2.8 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.9 Requested Relocation by Employee**

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

## **2.10 Real Estate and Legal Fees**

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand dollars (\$4,000), charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim five hundred dollars (\$500).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
  - (i) one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
  - (ii) one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
  - (iii) the total cost to the Employer under Section 2.10(c) shall not exceed eight hundred dollars (\$800).

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in Section 2.10(c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either Section 2.10(c) or (d) above, not both.

### **2.11 Property Purchase Tax**

An employee who relocates at the Employer's request or after winning a job posting and who is required to sell their private dwelling house at the existing location and purchase a private dwelling house in the new location will be entitled to claim net property purchase tax paid on the private dwelling to a maximum of one thousand dollars (\$1,000). The property purchase tax may only be claimed on a private dwelling house purchased within six (6) months of the effective date of the relocation.

*Signed and dated by both parties March 31, 1997.*

### **MEMORANDUM OF UNDERSTANDING #3**

The parties agree that for the purposes of the collective agreement, employees employed in the following classifications are engaged in work of a continuous nature:

Grower 1  
Grower 2

Employees in the following classifications are engaged in work which may be of a continuous nature or non-continuous nature:

Machine Operator	Forest Nursery Worker 5
Forest Nursery Worker 1	Foreman
Forest Nursery Worker 2	Office Assistant 1
Forest Nursery Worker 3	Office Assistant 2
Forest Nursery Worker 4	

Employees at the following nurseries (ie., Armstrong, Campbell River, Harrop, Red Rock, Vernon), who are paid (exclusive of overtime) for three thousand nine hundred (3900) hours in a twenty-four (24) month period shall be considered continuous employees as per the definitions section of the agreement.

The qualifying period respecting the language above will commence on January 1, 2000.

*Signed and dated by both parties March 9, 2001.*

*Signed and updated by both parties March 15, 2007.*

*Signed and updated by both parties June 14, 2012.*

### **MEMORANDUM OF AGREEMENT #4**

The parties agree as follows:

- a) The parties agree that PRT may create not more than two new positions of Grower 2 (Training). Initially, the two positions will be at the Harrop Nursery but either or both may be moved at PRT's discretion to other nurseries.

- b) The minimum qualifications for the position will be the successful completion of a two-year diploma in horticulture or agriculture. Internal applicants require registration in and thirty percent (30%) successful completion of a recognized two-year diploma program in horticulture or agriculture within the two (2) year period prior to application. The individual will be expected to embark upon a training program including forest seedling culture, planning and supervision of operational tasks, and the operation of state-of-the-art greenhouse and other facilities.
- c) Postings for the Grower 2 (Training) will be posted throughout the bargaining unit on the same basis as the posting for a Grower 2 position, and will be filled in accordance with Clause 12.2 - Job Selection of the collective agreement.
- d) It is understood and agreed that a necessary qualification for the posting is the requirement that the successful applicant agrees that upon completion of his or her training, he or she will be required to move to the nursery where the first available vacancy (as defined below) for a Grower 2 occurs.

When a permanent Grower 2 position becomes vacant it will be posted on the bulletin boards throughout the bargaining unit as specified in Clause 12.1 Postings.

The posting will be open only to Growers 2 at existing nurseries and the position will be filled by the applicant with the greater seniority. If the position is filled by an existing Grower 2, a Grower 2 (Training) will be assigned by the Employer to the vacancy thereby created by the movement of the Grower 2 to the posted position.

If there are no existing Grower 2 applicants, a Grower 2 (Training) will be assigned by the Employer to fill the vacancy.

- e) Notwithstanding Clause 12.7 Relocation of the collective agreement and subject to paragraph (d) herein, a Grower 2 (Training) who declines to fill a Grower 2 vacancy that he or she is required to fill will be terminated for cause.
- f) A Grower 2 (Training) will be paid at the Grower 2 rate.
- g) Training will be considered to be complete when the Nursery Manager certifies that the Grower in Training has successfully completed the training program.
- h) A Grower 2 (Training) will not be eligible to bump or be bumped by other employees at the nursery in the event of a layoff and may not bump another employee at the nursery to avoid filling a Grower 2 vacancy.
- i) Memorandum of Understanding #2 - Relocation Expenses will apply to internal applicants who successfully apply for a Grower 2 (Training) position with regard to moving from his or her home to Harrop. Memorandum of Understanding #2 Relocation Expenses will apply to moving a Grower 2 (Training) to fill a Grower 2 vacancy.
- j) Except where altered or modified by this Memorandum, all provisions of the collective agreement apply to a Grower 2 (Training).

*Signed and dated by both parties March 9, 2001.*

**LETTER OF UNDERSTANDING #1**  
**Re: Severance Pay Limitations**

If upon the closure of a PRT Growing Services Ltd. nursery, an employee accepts full-time employment with the Province of British Columbia, which includes full recognition of service seniority with the Province of British Columbia and PRT Growing Services Ltd. then the employee shall not have any claim for severance pay pursuant to Clause 13.2.

Should the accepted offer of full-time employment with the Province of British Columbia only recognize past service seniority with the Province of British Columbia, the employee shall be entitled to severance pay calculated on years of service with PRT Growing Services Ltd. only.

*Signed and dated by both parties March 31, 1997.*

**LETTER OF UNDERSTANDING #2**  
**Re: Forest Nursery Workers**

The parties hereby agree that:

1. Any temporary worker who works more than six hundred (600) hours in a calendar year will be converted to a non-continuous status as FNW5 and included in the bargaining unit.
2. It is understood that an FNW5 who works more than seven hundred (700) hours in a calendar year will be converted to a non-continuous status as FNW4.
3. It is understood that an FNW4 who works more than one thousand (1000) hours in a calendar year (based on straight-time rates), that employee will be converted to a non-continuous status as FNW3.
4. It is understood that, should an FNW3 who works more than one thousand three hundred and five (1305) hours in a calendar year (based on straight-time rates), that employee will be converted to a non-continuous status as FNW2 or other classification as appropriate.

**LETTER OF UNDERSTANDING #3**  
**Re: Piece Rate**

The parties hereby agree that PRT may establish piecework for FNW3/4/5's at its discretion. Where piecework is established it will be offered to the FNW3/4/5's in order of their seniority and assigned to FNW3/4/5's in reverse order of seniority and shall not fall below the current minimum wage rate in the province of British Columbia as calculated on a daily basis.

PRT may also offer other employees covered by the collective agreement the option of performing certain specified work functions on a piece rate basis. The employees who elect to do piecework when offered, will do so for the entire period of the major activity (including but not restricted to sowing, thinning and lifting). Once the specific major activity ends, the employees who have elected, at their option, the piecework, will revert to working on the hourly wage rate set out in the collective agreement for their classification.

*Signed and dated by both parties March 9, 2001.*

*Signed and updated by both parties March 15, 2007.*

*Signed by both parties June 14, 2012.*

**LETTER OF UNDERSTANDING #4****Re: Office Manager**

The parties hereby agree that effective January 1, 1998, the Office Manager at each nursery will be excluded from the bargaining unit and collective agreement coverage.

*Signed and dated by both parties March 9, 2001.*

**LETTER OF UNDERSTANDING #5****Re: Administrative Assistant to Vice President, Vernon Nursery**

The parties agree that the position of Confidential Administrative/Clerical Assistant to the Vice President, General Manager is excluded from the bargaining unit for all purposes, including for the purposes of the collective agreement. The Confidential Administrative/Clerical Assistant will provide assistance to the Vice President, General Manager as well as perform general nursery office work.

The parties further agree that should the Vice President, General Manager relocate to the Employer's head office, the position of Confidential Administrative/Clerical Assistant will no longer be required. In such circumstances, the remaining general nursery office work, if any, will revert to the bargaining unit.

*Signed and dated by both parties March 9, 2001.*

**LETTER OF UNDERSTANDING #6****Re: Maintenance Work**

1. The parties hereby agree that, although not bargaining unit work, tasks will be assigned to members of the bargaining unit, if the bargaining unit employees are not otherwise engaged in forest seedling production work.
  - (a) maintaining and replacing existing ground cover, not including new installations of ground cover;
  - (b) maintaining existing benching, not including new installations of benching or conversion of benching to new systems; and
  - (c) sweeping, weeding, power washing and sanitizing of greenhouses.
2. An employee, or temporary worker, who is assigned any of the non-bargaining unit tasks outlined in paragraph 1 will be credited with seniority in accordance with Clause 11.3 Calculation of Seniority.
3. Employees will be offered these non-bargaining unit tasks in order of seniority in accordance with Clause 13.3 Layoff and Recall. Clause 13.3 Layoff and Recall will apply whether the senior employee is classified as continuous or non-continuous.
4. Employees assigned or recalled to perform the tasks set out in paragraph 1 above shall be paid at their regular rate of pay pursuant to Appendix 1 Classifications & Rates of Pay of the collective agreement.

**LETTER OF UNDERSTANDING #7**  
**Re: Office Assistant 2/Office Assistant 1**

Notwithstanding the current rates as set out in Appendix 1 Classifications & Rates of Pay as they pertain to an Office Assistant 2, effective date of ratification, Office Assistant 2s who work more than one thousand and three hundred and five (1305) hours in a twelve (12) month period based on a seven and one-half (7½) hour workday or Office Assistant 2s who work more than one thousand and three hundred and ninety-two (1392) hours in a twelve (12) month period based on an eight (8) hour workday, will move to an Office Assistant 1 classification and will be paid as per Appendix 1 Classifications & Rates of Pay.

*Signed by both parties June 14, 2012.*

**LETTER OF UNDERSTANDING #8**  
**Re: Grower 2**

Employees who move into Growers' positions who have already completed one-third (⅓) of a registered two-year diploma program in horticultural or agriculture will be required to complete the program within a period of twenty-four (24) months. Employees who do not complete the program within this period of time will be returned to their former position and rate of pay.

*Signed by both parties June 14, 2012.*

**LETTER OF COMMITMENT**  
**Re: Employee and Family Assistance Program**

PRT believes in the principle of assisting employees who may from time to time encounter difficulties of a personal nature. PRT also believes in making reasonable efforts to provide assistance to employees so that they may be given an opportunity through the assistance of private and confidential advice, to deal with such matters so as to enable those employees to continue to discharge their responsibilities to the Employer in an ongoing and productive manner.

PRT commits to the continuation of the Employee and Family Assistance Program at the current program benefit levels for the duration of this collective agreement. This commitment will expire with the expiration of this collective agreement and will only be continued with mutual agreement of the parties.

*Signed by both parties June 14, 2012.*