

# **Collective Agreement**

Between

**The Salvation Army  
National Recycling Operation Vancouver**

And



**UNIFOR**  
Local**114** | Canada

April 1, 2018 to March 31, 2021

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THIS AGREEMENT made as of the 1<sup>st</sup> day of November, 2019.

**BETWEEN**                    **THE SALVATION ARMY**  
**NATIONAL RECYCLING OPERATION VANCOUVER**  
(Hereinafter referred to as "the Employer")

**AND**                         **UNIFOR LOCAL 114**  
(Hereinafter referred to as "the Union")

### **PREAMBLE**

The intent and purpose of this Agreement is to establish collective bargaining relations between the Employer and the Union, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement, all as set forth in the Agreement.

It is recognized by this Agreement to be the duty of the Employer and the employees to cooperate fully, individually and collectively, for the advancement of such conditions.

### **ARTICLE 1 (A) - BARGAINING AGENCY**

#### **CLAUSE A      UNION INTERESTS OF EMPLOYER**

The Union, as well as the members thereof, agree at all times as fully as may be within their power, to further the interests of the Employer.

#### **CLAUSE B      BARGAINING AGENT AND EXCLUSIONS**

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the Employer according to the Certificate of the British Columbia Labour Relations Board dated June 11, 1986.

Those employed in the office, administrative, communications departments, electronics recycling, Used Beverage Containers (UBC) and thrift stores are expressly excluded.

#### **CLAUSE C      NO OTHER AGREEMENT**

The Employer agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.

**CLAUSE D NO UNION DISCRIMINATION**

The parties agree that there shall be no discrimination of any kind against any employee because of membership or office held in the Union.

**CLAUSE E CONTRACTING OUT**

The Employer agrees not to contract out or have non-Union Salvation Army employees perform work regularly performed by employees covered by this Agreement, as outlined in the job classifications, which would result in a lay-off of such employees.

**ARTICLE 1 (B) - MANAGEMENT RIGHTS**

The Union acknowledges and recognizes that the management of the plant and the direction of the work force are fixed exclusively in the Employer and may from time to time be altered by the Ministry and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote, retire, lay off, recall, suspend or otherwise discipline employees, provided that a claim of discriminatory classification, promotion, demotion, lay off or transfer or a claim that an employee who has completed his/her probationary period has been discharged or disciplined without just cause, may be subject to a grievance and dealt with as hereinafter provided.
- (c) make, enforce and alter from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the content of the jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer, except as specifically limited by the express provisions of the Collective Agreement;
- (e) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations where the Employer feels that a medical problem is interfering with the employee's assigned work or where there is a pattern of absenteeism;
- (f) duties performed by employees within the bargaining unit will not be assigned to or performed by supervisors, managers and non-Union employees, except for unforeseen circumstances mutually agreed upon by the Parties. It is understood that such agreement shall not be unreasonably withheld.

- (i) to overcome immediate short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available, or
  - (ii) for training purposes, or for quality control purposes or to overcome production problems.
- (g) It is agreed that these functions will be exercised in a manner consistent with the terms of this Agreement.

## **ARTICLE 1 (C) - UNION SECURITY**

### **CLAUSE A      CONDITION OF EMPLOYMENT**

The Employer agrees that any present employee of the Employer who, at the date of the Union's certification, was a member of the Union or who becomes a member of the Union, will, as a condition of continued employment, maintain membership in the Union.

### **CLAUSE B      NEW EMPLOYEE MEMBERSHIP**

All new employees hired after the date of Union certification will, as a condition of continued employment, join the Union within the first day of commencing work and maintain membership in good standing and pay Union dues. Once a member is hired within the Union jurisdiction, that date shall become their seniority date.

The Employer shall furnish to the Shop Steward a list of new employees within ten (10) days of commencing work.

### **CLAUSE C      UNION DUES DEDUCTIONS**

For the duration of this Agreement, the Employer agrees to deduct monthly dues from the pay of each employee who has joined the Union and forward such monies so deducted to the Union by electronic transfer, together with a list of those employees from whom such dues have been deducted no later than the 15<sup>th</sup> of the month following the month in which such deductions were made. The Union shall notify the Employer from time to time of any changes in the amount of monthly Union dues.

### **CLAUSE D      ACTION OF EMPLOYEE RELATING TO DUES DEDUCTION**

The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of Union dues in set forth in Clause A.

### **CLAUSE E      SAVING CLAUSE**

Should any provision or portion hereof be rendered invalid or materially altered by existing or subsequent enacted legislation, judgement or order of a court of competent jurisdiction, the



remaining provisions shall remain in full force and effect for the term of the Agreement. The parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**CLAUSE F NEW HIRE UNION ORIENTATION**

The Shop Steward, or their designate, will be allowed up to thirty (30) minutes on Employer paid time, in private, to spend with new hires to orient them to the Union.

**CLAUSE G COMPLETE OR PARTIAL PLANT SHUTDOWN**

In the event of a complete or partial plant shutdown, this Clause shall be applied. The affected employees shall receive, for severance purposes, one (1) week of pay for every year or partial year of service with the Company to a maximum of twelve (12) weeks.

**ARTICLE 2 - SENIORITY**

**CLAUSE A SENIORITY DEFINED**

Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Employer and shall be on a bargaining unit-wide basis, as defined in Article 1(C) Clause B.

**CLAUSE B PROBATION**

An employee will be considered a probationary employee until he/she has completed four hundred and eighty (480) hours with the Employer and will have no seniority rights during that period. After he/she has completed four hundred and eighty (480) hours with the Employer, his/her seniority shall then date back to the date on which his/her employment began.

Upon completion of the aforementioned probationary period, regular employees shall have seniority status in accordance with their length of continuous service from the date of hiring.

Casual employees who have four hundred and eighty (480) hours and who are subsequently hired into the same classification as a regular employee shall not be required to serve a probationary period.

**CLAUSE C CLASSIFICATIONS**

For the purposes of this Agreement, employees shall accumulate seniority within their respective classifications.

In the case of promotion, lay off, recall and vacation selection, reference to seniority shall be understood to mean seniority within the classifications.

There shall be seven (7) classifications as follows:

Classification A	Driver
Classification B	Shipper Receiver
Classification C	Dock Lead Hand
Classification D	Warehouse Utility/Bailer Operator
Classification E	Shoe Sorter Lead Hand
Classification F	Sorter
Classification G	Driver Assistant

It is understood that if an employee applies for a position outside his/her classification, and provided they have the qualifications to do the job, bargaining unit seniority shall take precedence.

#### **Higher Classification Rate**

Employees assigned to work in a higher classification shall be paid for all hours worked in such higher classification at the rate applicable.

Within the terminal, the Employer will post and maintain seniority listings. Such up-to-date listings will be posted as of January 31<sup>st</sup> and July 31<sup>st</sup> of each year. Copies of current lists will be provided to the Union.

#### **Change in Classification**

When Management creates a new bargaining unit position or a bargaining unit job is substantially changed such that it becomes a new classification, management shall establish a rate of pay and advise the Union of that rate of pay and reason(s) it was established.

If the Union disagrees with the rate of pay established by management, they shall explain their concerns to management and propose an alternative rate of pay and explain.

If the Parties are not able to agree, either Party has the right to file a grievance under Article 4. Failing settlement of the grievance, the Employer and the Union agree that this grievance, under this Article and/or Clause, will be moved to the Labour Relations Board of BC (LRB) under a Section 104. Furthermore, the Employer and the Union agree that after application of Section 104, a Settlement Officer will be appointed to mediate and assist the Parties in the settling of the grievance.

**CLAUSE D      JOB POSTINGS**

All permanent vacancies, new classification and existing, shall be posted on the bulletin board for a period of three (3) working days (statutory holidays will be excluded), and any employee in the bargaining unit may make application in writing during this period for such vacancy.

A copy of the job postings will be given to the Shop Stewards. The Company must notify an employee who is away during the three (3) day posting period. The absent employee's contact information will be provided to a Shop Steward, or their designate, and the Company will provide work time to contact that absent employee.

Where the Stewards, or their designate, are not available, the Terminal Manager, or their designate, will contact the absent employee.

All results of the job awards will be posted on the bulletin board within five (5) calendar days of the application deadline.

**CLAUSE E      JOB QUALIFICATIONS**

**(a)      Job Qualifications**

Applications shall be considered upon the following terms:

- (i)      skill, competence and efficiency, education, credentials, ability, availability and reliability
- (ii)     seniority

Where the qualifications in factor (i) are relatively equal, seniority shall govern. In determining relative equality, the Employer shall exercise its discretion in a fair and impartial manner.

Nothing herein shall prevent the Employer from hiring persons outside the bargaining unit when no qualified employee applies.

**(b)      Promotion Trial Period New Job Classification**

Where an employee is the successful applicant for a job posting and after a reasonable trial period not to exceed ninety (90) calendar days, during which period an employee may be found to be unsatisfactory by the Employer for the new classification or position or the employee may decide they do not wish to continue in the classification or position, then they shall be restored to their former classification or position and rate of pay and shall retain their seniority therein.

**CLAUSE F      LAY OFF / NOTICE / SEVERANCE PAY**

Employees shall be laid off in the reverse order of their seniority, provided that the remaining employees possess the qualifications, skill, availability and ability to perform the required work.

Employees shall be recalled from lay off according to seniority, provided that the employee possesses the necessary qualifications, skill and ability within their classification to perform the work required.

There shall be no bumping between the classification until an employee has exhausted his/her seniority rights in his/her own classification.

For the purpose of this Agreement, the above provisions will only apply in the case where lay off exceeds three (3) working days.

A regular employee who is subject to lay off shall have the right to either:

- (a) Accept the lay-off which shall be confirmed in writing by the employee to the Employer, or
- (b) Elect to exercise bumping rights on the following basis and shall communicate such decision to bump to the Employer within forty-eight (48) hours of receipt of lay-off notice, excluding Saturdays, Sundays and statutory holidays.
  - (i) Bump an employee with less seniority in the same job classification, or, failing that,
  - (ii) Bump an employee with less seniority in a job classification which the employee, subject to lay off, held as a regular employee, or
  - (iii) Bump an employee with less seniority in an equal or lower job classification that the employee, subject to lay off, has not previously held but for which the employee is qualified.

**Higher Classification:**

If an employee has posted into a lower classification and said posting is eliminated due to a lay-off, the employee would be allowed to bump back into their original classification, as long as it is within twenty-four (24) months of being awarded the position.

- (c) When an employee's regular full time hours are permanently reduced, such employee shall have the right to bump the most junior employee in the same classification. The employee must, however, possess the necessary qualifications, skills, availability and ability to perform the work required.

- (d) In cases where the work offered to employees on lay off is less than five (5) days in duration, the employee may refuse the Employer's offer of recall, without fear of job loss.

**Lay-off Notice:**

In the event of a lay-off of five (5) working days' duration or less, the employee shall be notified at least twenty-four (24) hours in advance of quitting time on the last working day before such lay off. Where the employee is not so notified, the employee shall be paid two (2) days at normal hourly rate.

In case of lay off in excess of five (5) working days but less than forty-five (45) working days, the full time-employee shall be notified at least forty-eight (48) hours in advance of quitting time on the last working day before such a lay off. Where the employee is not so notified, the employee shall be paid three (3) days at the normal hourly rate.

In case of lay off in excess of forty-five (45) working days, the Employer shall give five (5) working days' notice of lay off or five (5) working days' pay-in-lieu of notice. Any employee, upon being laid off, shall leave his/her address with the Employer.

At the same time the employees are given notice, pursuant to Article 2, the Employer shall provide the Chairperson of the Union Committee with a list of employees to be laid off or recalled, as well as any cancellation of such notice.

The Company agrees to the above Article 2, Clause F except in the case of an emergency such as fire, flood or extensive physical property damage.

Lay off severance pay (after recall rights expire): Two (2) weeks per year of service.

**CLAUSE G LOSS OF SENIORITY/EMPLOYMENT WHILE ON LAY OFF**

Any employee who has been laid off for lack of work for one (1) year or more, shall be removed from the seniority list and the Employer shall be under no further obligation to such employee.

**CLAUSE H LOSS OF SENIORITY WHILE ON LEAVE**

Any employee on leave of absence, engaged in gainful employment without prior written permission from the Employer and the Union, shall forfeit his/her seniority rights and his name will be stricken from the seniority list and he/she will no longer be considered an employee of the Employer.

**CLAUSE I LAY-OFF RECALL**

Employees who have completed their probationary period and are subsequently laid off, shall be placed on an Employer laid-off list and will be recalled to work in order of their seniority. It shall be the responsibility of the employees to ensure their correct address and telephone number correspond to that on the Employer's records. The Employer shall provide a copy of

the laid-off list to the Shop Steward.

Failure to provide current information will alleviate the Employer of their obligation to recall. Laid off employees who have failed to provide the Employer with current contact information and after consultation with the Shop Steward, will be considered to have given up their claim for recall.

**CLAUSE J      LOSS OF SENIORITY/EMPLOYMENT**

Seniority shall terminate and an employee shall cease to be employed by the Employer when he/she:

- (i) voluntarily quits his/her employment with the Employer;
- (ii) is discharged and is not reinstated through the grievance procedure or arbitration;
- (iii) fails to report to work within four (4) working days after being notified by the Employer of recall by registered mail to his/her last known address;
- (iv) fails to return to work upon the termination of an authorized leave of absence unless, in the opinion of the Employer, the reason for such absence is reasonable;
- (v) is absent from work without authorization for three (3) consecutive working days unless, in the opinion of the Employer, the reason for such absence is reasonable.

**CLAUSE K      ACCUMULATED SENIORITY WHEN TRANSFERRED OUTSIDE OF THE BARGAINING UNIT**

An employee transferred outside the bargaining unit shall accumulate his/her seniority for a period of six (6) months, providing he/she continues to pay Union dues.

In the event the employee returns to the bargaining unit, either on his/her own initiative or at the request of the Employer, within the six (6) month period, he/she shall be returned to the previous position held without loss of seniority.

**ARTICLE 3 - GENERAL PROVISIONS**

**CLAUSE A      BARGAINING AGENT**

The Employer recognizes the Union as the sole collective bargaining agent of the employees covered by the Agreement. Properly qualified officers and committee members of the Union shall be recognized by the Employer in discussing any and all matters affecting the relationship between the Employer and the employees who are members of the Union and are affected by this Agreement.

**CLAUSE B      PICKET LINE**

It shall not be considered a violation of his/her employment that an employee of the Employer shall refuse to cross a legal picket line recognized by the Union at a place where a legal strike is in progress and where the Union has so notified the Employer as outlined in Clause C.

**CLAUSE C      NOTIFICATION OF PICKET LINE**

The Union shall notify the Employer as soon as possible of the existence of such legal picket line as referred to in Clause B above.

**CLAUSE D      UNION CONTROVERSY**

The Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

**CLAUSE E      NO STRIKE/LOCKOUT/SLOWDOWN**

It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

**CLAUSE F      EMPLOYEE DISCHARGE PAYMENT**

Except as elsewhere herein provided, upon discharge the Employer shall pay within seven (7) days all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on or before the pay day following such quitting.

**CLAUSE G      EMPLOYEE FILE REVIEW REQUEST**

An employee will have the right to check his/her employment record file upon the Employer being given twenty-four (24) hours' notice by the Shop Steward. The Employer shall have the right to have a representative present at the time the file is viewed.

**CLAUSE H      UNION BULLETIN BOARD**

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 for the purpose of posting authorized Union material, signed by a Shop Steward.

**CLAUSE I      UNION REP ACCESS**

Representatives of the local Union shall be allowed to enter the Employer's premises to deal in the administration of the Collective Agreement, provided they do not interfere with the normal operations of the Employer and provided they receive the permission of the Distribution and Recycling Centre Manager or their designate. Such permission will not be unreasonably withheld.

**CLAUSE J JURY DUTY**

Any regular full-time employee who is required to perform jury duty on a day on which he/she would normally have worked, or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Employer, will be reimbursed by the Employer for the difference between the pay received for jury duty or witness attendance and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury duty or witness attendance and jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Employer for witness fees received both within a subpoena and subsequent to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make him/herself available for work before or after being required for such duty whenever practicable. This clause will have no application for an employee on leave of absence or when receiving benefits under the Health and Welfare program, annual vacations, Workers' Compensation or as otherwise covered in this Agreement.

**CLAUSE K REQUIRED MEDICAL EXAM PAYMENT/TIME**

In the event the Employer requires an employee to take a medical examination, the Employer shall pay for such examination and shall authorize paid Employer time to attend such examination.

**CLAUSE L TECHNOLOGICAL CHANGE**

(a) Definition

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit by the Employer and the use of which results in the termination or laying off of regular employees.

(b) Recognition by Parties

The Parties to this Agreement recognize that the technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum, the adverse effects that may result.

(c) Prior Notification

The Employer shall advise the Union as far in advance as possible, and not less than forty-five (45) calendar days prior to the introduction of technological and mechanical changes as defined in (a) above, and the matter shall immediately become a topic of discussion between the Employer and the Union and particularly with regard to:



- (i) The effect such changes will have on the number of employees within the bargaining unit.
- (ii) The probable effect on working conditions.
- (iii) Any changes in job classifications.

(d) Severance

Regular employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of twelve (12) weeks' pay, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for just cause.

(e) Training

In the event the Employer proposes the introduction of equipment in its operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment, provided the employee qualifies with the requirements. Training required by the Employer shall be paid for by the Employer.

**CLAUSE M EMPLOYER'S HUMAN RIGHTS AND HARASSMENT POLICIES (SEE APPENDIX #1)**

The Salvation Army policy on Employment Related Harassment shall be appended to this Agreement.

**CLAUSE N BENEFIT PLAN (SEE APPENDIX #2)**

The Employer agrees to provide benefits to the employees of The Salvation Army Vancouver Recycling Centre in accordance with the terms of the Employer's Benefit Plan as it may be amended from time to time.

Amendments to the Benefit Plan will not be incorporated until the end of the contract period unless mutually agreed by both parties.

The Employer agrees to submit for all regular full time employees the applicable premiums payable under the B.C. Medical Plan for eligible employees and as defined by a declaration signed by the employees which states:

1. If the employee requires coverage, or is covered elsewhere and does not require coverage.

2. The employee will make application for premium assistance and then provide the Employer with evidence of the level of payment required (single, couple, family, premium reduction applicable, etc.) in order for payment to be made.

**CLAUSE O UNACCEPTABLE EMPLOYEE BEHAVIOUR**

The Parties agree that any employee behaviour, which may endanger the welfare of the individual employee, fellow workers or the public, shall not be condoned and will result in discipline up to and including discharge, including but not limited to:

- (a) bringing alcohol or drugs on the Employer's property or consuming alcohol or drugs while on duty or during normal work day breaks (e.g. lunch break);
- (b) reporting for or performing work while under the influence of alcohol or drugs;
- (c) consumption of alcohol or drugs while in uniform.

**CLAUSE P T-4 SLIPS SHOWING DUES DEDUCTIONS**

T-4 slips issued to Union members will show the total amount of Union dues deducted.

**CLAUSE Q PAID BARGAINING TIME**

The Employer will maintain the regular wages for two (2) bargaining unit employees to attend and participate in negotiations and to include sixteen (16) hours of pre-bargaining meeting.

**CLAUSE R NOTICE OF POLICY CHANGE**

Proper notice [forty-eight (48) hours] to membership when there is a change in Employer policy (Shop Steward and Union to be notified before implementation – twenty-four (24) hours in advance of notice served to membership).

**CLAUSE S BANKED OVERTIME**

If an employee desires to bank overtime hours, that employee must make such a request in writing.

- (1) Overtime which is banked shall be credited in terms of a dollar amount at the rate of pay in effect at the time the overtime was worked.
- (2) When an employee leaves the Company, all banked overtime will be paid out in full.
- (3) The Company will keep a record of all banked overtime which will be available for perusal by the employee.
- (4) Example of banked hours:  
1 overtime hour at 1.5 times = 1.5 hours banked

1 overtime hour at double time = 2 hours banked

- (5) Banked overtime shall be paid out after receipt of a written request and will be included with the next payroll.
- (6) Employees are entitled to take their bank time as paid time off with two (2) weeks written notice subject to Company staffing requirements.
- (7) Banked overtime cap will be restricted to forty (40) hours. All hours worked in excess of the forty (40) hour bank shall be paid out at the rate of pay under Article 14.

**CLAUSE T      SHORTAGE OF PAY**

The Employer and the Union agree that there will be a twenty-five dollar (\$25.00) penalty paid by the Employer if there is a shortage of pay.

The following guidelines will apply:

- Where the error was the responsibility of management based on money not paid on the next pay cycle.
- A shortage of pay of two (2) days wages or more shall be paid to the employee by direct deposit within three (3) working days of the notice of shortage.

Note: The Company agrees to provide hard copies of pay statements to each employee starting the pay period December 14, 2018 through four (4) months inclusive. The intent of providing pay statements is to ensure employees pay cheques are accurate.

**ARTICLE 4 - GRIEVANCE PROCEDURE**

**CLAUSE A      DEFINITION**

The Parties to this Agreement are agreed that it is of utmost importance to adjust grievances as quickly as possible.

For the purpose of this Agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitral.

**CLAUSE B      TIME LIMIT TO FILE**

No grievance shall be considered where the grievance is filed more than seven (7) calendar days after the employee became aware or reasonably ought to have become aware of the circumstances giving rise thereto.

**CLAUSE C      STEPS OF GRIEVANCE PROCEDURE**

Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**Step 1**

An employee having a complaint should orally discuss the matter with a supervisor first and within seven (7) calendar days.

**Step 2**

The employee and/or his/her Shop Steward (or alternate) shall submit his/her formal grievance in writing to his/her immediate supervisor, who shall give his reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached, then

**Step 3**

Within seven (7) calendar days of receiving the decision under Step 2, the employee with his/her Shop Steward (or alternate) shall submit the grievance in writing to the Manager (or their designate), who shall give his reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached, then

**Step 4**

Within seven (7) calendar days of receiving the decision under Step 3, the grievance shall be referred to the Shop Steward (or alternate) who, in writing, shall submit it to the Human Resource Manager (or their designate). If a satisfactory settlement cannot be reached within seven (7) calendar days, then

**Step 5**

Within fourteen (14) calendar days of receiving the decision under Step 4, an accredited representative of the Union (or their designate) appeal, in writing and orally, to the Human Resource Manager (or their designate) who shall give his/her reply in writing within seven (7) calendar days and, failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration as established in Article 5 of this Agreement.

**Step 6**

Notwithstanding the foregoing, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an individual acceptable to both parties shall, at the request of either party,

- (a) investigate the difference,

- (b) define the issue in the difference, and
- (c) make written recommendation to resolve the difference within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either party during or after Step 2.

**CLAUSE D EMPLOYER GRIEVANCE**

Any grievance instituted by management may be referred to the Union. The Parties shall consider the grievance and, if not settled to the mutual satisfaction of the conferring parties, the grievance may be referred by the Employer to a Board of Arbitration as provided in Article 5.

Where a grievance is not progressed by the Union or the Employer within the prescribed step or time limits, it shall be considered dropped and all rights of recourse will be forfeited.

**CLAUSE E REMOVAL OF DISCIPLINE**

Letters of dissatisfaction and written record of reprimands shall be removed from any and all files after twenty-four (24) months from the date of issue.

**ARTICLE 5 - ARBITRATION**

**CLAUSE A WRITTEN REQUEST FOR ARBITRATOR**

Both Parties to this Agreement agree that any grievance which has been properly carried through all the Steps of the Grievance Procedure outlined in Article 4 above and which has not been settled will be referred to an Arbitrator at the written request of either of the parties hereto, provided however that a Board of Arbitration may be substituted for the Arbitrator on consent of both parties to this Agreement.

**CLAUSE B NOMINATED ARBITRATOR**

An Arbitrator will be chosen by the mutual agreement of the parties provided that if the parties fail to agree within fifteen (15) days of the notification mentioned in Clause A above, the Minister of Labour of the Province of British Columbia may be asked to nominate a person to act as Arbitrator at any time thereafter.

**CLAUSE C NOTICE OF ARBITRATOR NAME**

Within ten (10) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its nominee.

**CLAUSE D      NOMINATE CHAIRPERSON**

Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third (3<sup>rd</sup>) person within fifteen (15) days of the notification mentioned in Clause D above, the Minister of Labour of the Province of British Columbia may be asked to nominate a person to act as Chairperson at any time thereafter.

**CLAUSE E      ARBITRATOR DECISION**

The decision of the Arbitrator or a Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.

**CLAUSE F      CHANGE TO AGREEMENT**

The Arbitrator or a Board of Arbitration shall not have any power to alter, change or modify any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

**CLAUSE G      COST OF ARBITRATION**

Each of the parties to this Agreement will bear the expenses of its own nominee appointed by it and the parties will jointly bear the expenses, if any, of the Arbitrator or Chairman of the Board of Arbitration.

**ARTICLE 6 - HEALTH, SAFETY AND ENVIRONMENT**

**CLAUSE A      EMPLOYER DUTIES**

The Employer shall take all reasonable and necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment in the workplace. The Employer shall comply in a timely manner with the Workers' Compensation Act, regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee".

**CLAUSE B      EMPLOYEE DUTIES**

While at work, every employee shall:

- (a) use any safety materials, equipment, devices and clothing that are intended for the employee's protection and furnished to the employee by the Employer or that are prescribed;
- (b) follow prescribed procedures with respect to the health and safety of employees;

- (c) take all reasonable and necessary precautions to ensure the health and safety of the employee, the other employees and any person likely to be affected by the employee's acts or omissions;
- (d) comply with all policies, procedures and instructions from the Employer concerning the health and safety of employees and the general public.
- (e) cooperate with any person carrying out a duty imposed under this Part;
- (f) cooperate with the policy and work place committees or the health and safety representative;
- (g) report to the Employer anything or circumstance in a work place that is likely to be hazardous to the health or safety of the employee, or that of the other employees or other persons granted access to the work place by the Employer;
- (h) report in the prescribed manner every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury, or near injury, to the employee or to any other person;
- (i) comply with every oral or written direction of a Provincial health and safety officer or an appeals officer concerning the health and safety of employees; and
- (j) report to the Employer any situation that the employee believes to be a contravention of this Part by the Employer, another employee or any other person.

**CLAUSE C      JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE**

- (a) The Employer and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Workers' Compensation Act, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee in each branch shall be established under division 4 of the Act. At least two (2) members must be selected by the Union. At no time shall the number of Employer members be allowed to outnumber the amount of Union members.
- (b) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance, by all Parties, with appropriate laws, regulations, codes of practice, and guidelines. All Parties shall comply with the recommendations or respond with solution(s) that are acceptable to the co-chairpersons of the Committee.
- (c) Without limiting the generality of the foregoing, the Committee shall:

- (i) Determine that specific workplace inspections have been carried out at least twelve (12) times per year on the second (2<sup>nd</sup>) week of the month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (ii) Ensure that accident and incident investigations have been made.
  - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (iv) The Union co-chairperson or their alternate shall participate in and keep a record of all types of inspections and work refusals.
  - (v) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (vi) Hold regular meetings at least twelve (12) times per year on the second (2<sup>nd</sup>) week of the month or more frequently if mutually agreed upon by the Union and the Employer co-chairpersons for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention
    - remedial action taken or required by the reports of investigations or inspections
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Employer's possession or obtainable by the Employer pertaining to health, safety or environmental matters
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked in Article 8 or shall be considered as a minimum call out of three (3) hours if required during an off day. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

**CLAUSE D      WORK PLACE HAZARDS**

- (a) The Employer agrees that all members of the Committee shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or



potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

- (b) If a Committee member determines that a safety hazard exists the Committee member may direct the Employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) In the event of a disagreement between the co-chairpersons of the Committee that an unsafe condition exists, it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.
- (d) If the Employer receives a direction under (c), the Employer shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

**CLAUSE E      RIGHT TO REFUSAL OF UNSAFE OR UNHEALTHY WORK**

- (a) The Employer shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Employer shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) The Union co-chairperson or alternate shall fully participate in the investigation at every stage. Both Parties agree to follow the steps under the Act from a work refusal based on unsafe, unhealthy work. (subject to a resolution under item (c) under Work Place Hazards above).
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Workers' Compensation Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (g) For the employee who refuses work, with just cause, under section 5 and all employees

affected by the refusal, and any direction under section 4 there shall be no loss of pay, seniority or benefits during the period of refusal.

- (h) If a work is deemed safe by a Provincial Health and Safety Officer, the member may appeal the decision to an Appeals Officer within ten (10) days. If the Appeals Officer deems no danger, the member maybe subject to progressive discipline after all appeals or grievance procedures have been exhausted.

**CLAUSE F      EDUCATION AND TRAINING**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) As Provincial Regulations prescribe the Employer will ensure that members of the Health & Safety committees receive the prescribed training in Health and Safety and are informed of their responsibilities under this Part.
  - (1) Each member of a joint committee is entitled to educational opportunity totaling eight (8) hours annually, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.
  - (2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.
  - (3) The Employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

**CLAUSE G      ACCIDENT AND INCIDENT INVESTIGATIONS**

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) The Union designate and the Employer designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident.

**CLAUSE H      DISCLOSURE OF INFORMATION**

The Employer shall provide the Joint Health, Safety and Environment Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

**CLAUSE I      RIGHT TO ACCOMPANY INSPECTORS**

The Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

**CLAUSE J      ACCESS TO THE WORKPLACE**

The National or Local Union Staff Representative or their designates, with prior written approval by management, shall be provided access to the workplace to attend meetings of the Committee and may participate in workplace inspections and investigations.

**CLAUSE K      NATIONAL DAY OF MOURNING**

Each year on April 28<sup>th</sup> at 11:00 a.m. (local time), work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

**CLAUSE L      EARTH HOUR**

Each year at the end of March at approximately 8:00 p.m. (local time), employees will be encouraged to participate in turning off the lights in their homes and workplaces in recognition of the role each of us has in stopping climate change.

**CLAUSE M      DUTY TO ACCOMMODATE**

The Employer has and will continue to recognize its obligations under the Provincial Human Rights legislation as it pertains to its duty to accommodate disabled workers.

**Accommodation**

The Employer and the Union agree that every effort shall be made to return injured employees to their previous positions. This may require a Graduated Return to Work or other modified work arrangement.

If the worker is unable to return to his/her original job, then the Employer and Union must discuss other options with the worker and his/her physician.

It is understood that the Employer, the Union and the worker must all be active participants in accommodation arrangements.

**Return to Work**

- (a) The Union must be notified of, and participate in, the development of all light duty, modified work and accommodation arrangements.
- (b) The Union shall be made aware of all current light duty, modified work or

accommodation situations.

- (c) All light duty, modified work or accommodation arrangements will have an individually agreed upon mandatory review period subject to an independent medical exam.
- (d) No arrangements under this section shall be used to abrogate a worker's right to any legally required disability plan, i.e. Long Term Disability, Workers' Compensation, CPP Disability Benefits.
- (e) The Employer shall provide the Union with a list of all ongoing light duty and modified work positions.
- (f) Only where medically supported, shall an employee be eligible to participate in light duty, modified work, accommodation or GRTW.
- (g) No person on light duty, modified work, accommodation or GRTW, shall displace any bargaining unit member from the bargaining unit or cause them to lose hours.
- (h) Where the conditions of (f) have been met, either party may request a light duties program, a modified work program, a medical accommodation or a GRTW program due to disability, the Company may, at its own expense, require periodic medical information verifying the physical condition, duration, suitability and/or limitations of the member.
- (i) In the event that no position can be identified to accommodate the member, he/she will be placed on a medical leave of absence without pay. The Company agrees that a member who cannot be accommodated shall have the right at the member's option to pursue severance pay entitlement.

**CLAUSE N     ILL OR INJURED EMPLOYEES**

Any employee suffering any injury or employment-induced illness while on duty must report immediately to the Supervisor stating the illness or injury and if the employee wishes to go to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to seek medical attention from a doctor in case of such illness or injury. An employee who is injured during their working hours and who is required to leave for treatment or is sent home as result of such injury shall receive payment for the remainder of their shift at his/her regular rate of pay upon proof of a doctor's note that needs to be provided in order for payment.

**CLAUSE O     ERGONOMICS**

Where an ergonomic concern is brought to the Employer's attention, the Employer shall ensure an ergonomic investigation takes place, as soon as possible, by a qualified person and a Union member of the Committee or their designate.

**CLAUSE P LUNCH/WASHROOM FACILITIES**

The Employer agrees to maintain adequate clean sanitary washrooms and lunchrooms having hot and cold running water (said lunchrooms to be heated) and with toilet facilities at its centres. It shall be the responsibility of the employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

**CLAUSE Q FIRST AID PROVIDED**

The Employer will provide first aid provisions in accordance with the Workers' Compensation Act.

**CLAUSE R FIRST AID ACCESSIBILITY**

The Employer shall provide a first aid kit accessible to all of the employees in the presence of an employee who is First Aid certified.

**CLAUSE S PROTECTIVE DEVICES**

The Employer shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment.

Protective devices, which shall include work gloves provided on request by the employee, and other equipment necessary to properly protect employees from injury shall be provided by the Employer as required by the Workers' Compensation Board.

**CLAUSE T REPORTING HAZARDS**

It shall be the duty of the employee to report in writing on the appropriate forms of the Employer promptly but not later than the end of his/her shift, trip or tour, all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.

It shall be the obligation of the Employer to arrange the repair as necessary, within a reasonable period of time.

It shall not be considered a violation of his/her employment when an employee refuses to operate equipment identified by proper written report as requiring maintenance affecting safe operation.

**CLAUSE U JOB SPECIFIC CERTIFICATION**

Employees will neither be directed or allowed to perform job functions for which they are not properly certified where certification is the normal practice (i.e., forklift operations and propane refuelling). This will be posted as Employer policy.

**CLAUSE V NOTIFICATION OF EQUIPMENT REMOVED/REINSTATED**

The Safety Committee will be informed when vehicles or equipment previously removed from service for serious safety reasons are placed back in service.

**CLAUSE W SAFETY FOOTWEAR ALLOWANCE**

The Employer will provide a yearly safety footwear allowance of one hundred and twenty dollars (\$120.00) per year or two hundred and forty (\$240.00) every two (2) years for each employee required to wear such footwear upon proof of original receipt. New employees must complete four hundred and eighty (480) hours before reimbursement.

**CLAUSE X EQUIPMENT/MACHINERY INSPECTIONS**

The Joint Health, Safety and Environment Committee will inspect equipment/machinery and during monthly workplace inspections. The Employer agrees to a keep and provide the Committee detailed bi annual maintenance records for all equipment/machinery.

**CLAUSE Y DANGEROUS GOODS TRAINING**

1. If controlled products are used in the workplace, the Employer, in consultation with the occupational health and safety committee or Shop Stewards must establish and maintain an effective WHMIS program as part of the overall workplace health and safety program, which:
  - (a) Addresses applicable WHMIS requirements including education and training, and;
  - (b) Is reviewed at least annually, or more frequently if required by a change in work conditions or available hazard information.
2. Immediately upon becoming aware of the presence, the Company will provide a list of any materials or airborne contaminants deemed to be hazardous by WCB, to be found on their premises. Employees shall be made aware of the nature of such materials that they handle or are likely to come in contact with, as well as the recommended precautions for the handling of same, in accordance with WCB regulations.

Protective safety equipment will be provided to any employees who must handle or may come in contact with dangerous goods or airborne contaminants.

**ARTICLE 7 - HOURS OF WORK**

**CLAUSE A CALL OUT**

A call out shall mean any unscheduled request by the Employer to an employee to work any time outside such employee's scheduled working hours, other than overtime continuing with

the normal working day.

An employee called out to work for whom work is not available shall receive two (2) hours' pay at straight-time rates. An employee called out to work who commences work shall receive four (4) hours' pay at straight-time rates. If work exceeds two (2) hours and forty (40) minutes, such work shall be paid for at the applicable overtime rate for a minimum of four (4) hours.

**CLAUSE B      WORK WEEK**

The work week for regular employees shall be five (5) consecutive days in a seven (7) day period, Sunday through Saturday.

**CLAUSE C      WORK DAY**

The work day shall consist of seven and one-half (7 ½) consecutive hours with a scheduled starting time and an unpaid lunch period of one-half (½) hour.

The hours of work for the evening shift may be adjusted by mutual agreement to accommodate legitimate transportation issues.

An employee who has worked four (4) hours or more on shift will have an additional hour added.

An employee who has worked less than four (4) hours on shift will only be paid for the time worked.

**CLAUSE D      SHIFT WORK**

In the event shift work is required, the Employer shall notify the Union concerning the details of such shift work. This notice shall be thirty (30) days.

**CLAUSE E      NOTICE OF SCHEDULE**

The Employer shall inform employees of schedule at least seven (7) calendar days in advance.

**CLAUSE F      SICK DAYS**

1. For regular employees who have accumulated less than six (6) days of sick leave, the following schedule shall apply:

- 1<sup>st</sup> day of sickness - no pay
- 2<sup>nd</sup> day of sickness - fifty percent (50%) of regular pay (if eligible)
- each day thereafter - one hundred percent (100%) of regular pay (if eligible) until the employees earned sick leave is exhausted.
- Reimbursement of the first and second day to one hundred percent (100%) of regular pay on the tenth (10<sup>th</sup>) day of continuous absence from work because of

illness.

2. For regular employees who have accumulated at least six (6) days of sick leave, the following schedule shall apply:
  - 1<sup>st</sup> day of sickness and all days thereafter - one hundred percent (100%) of regular pay (if eligible)
3. A doctor's certificate shall be required on the second (2<sup>nd</sup>) day of absence before payment is made for sickness. Where the doctor charges for the certificate, the Employer will reimburse the employee.

Any reports, forms or medical assessments required for long term disability application not paid by the Insurer will be paid for by the Company. The Company agrees that medical information shall be treated in strict confidence and shall remain confidential and in the possession of the benefit carrier as determined by Privacy Legislation.

4. Employees who are able to demonstrate an excellent attendance record - three (3) days absence or less - throughout the year will be awarded the sum of three hundred and fifty dollars (\$350.00) paid out on the first (1<sup>st</sup>) pay period in December.

The following will apply:

- If ten (10) or more employees have three (3) or less sick days used, #3 and #4 will remain in the Collective Agreement.
- If nine (9) or less employees have three (3) or less sick days used, the part in #3 above that is underlined will be removed and the pay out in #4 will be removed.

NOTE: The above two (2) bullets will be under one (1) year trial basis for 2019.

5. Family responsibility leave

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

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

Employees accumulate Sick Days at a rate of one (1) per month to a maximum of eighty-five (85) days. The Employer agrees to provide each employee with a record of their accumulated hours when requested. This will be provided two (2) times per year for the sick bank report (April 1<sup>st</sup> and October 1<sup>st</sup>).



**CLAUSE G NOTICE TO EMPLOYER FOR SICKNESS**

Employees must notify the Employer at least one (1) hour prior to the commencement of their work shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

In authorized absences beyond one (1) week's duration, the employee must notify the Employer no later than Friday noon of each week as to whether he/she will be returning to work on their first scheduled shift in the next week. In the event the employee cannot meet the reporting deadline of Friday noon because of circumstances beyond his/her control, the employee will inform the Employer as soon as possible thereafter.

Employees are to call in as directed by management under current policy.

**CLAUSE H VOLUNTARY OVERTIME**

The assignment of overtime shall be on a voluntary basis and shall be offered by seniority as follows:

1. to the most senior qualified employees in the classification where overtime is required;
2. to the most senior qualified employees outside of the classification.

This method shall be used on a daily basis and it is understood that a reasonable attempt will be made to comply with the system and if a reasonable attempt is made and is unsuccessful no employee shall be entitled to claim overtime.

When the Employer is unable to fill the overtime requirements with a qualified employee by this procedure, management reserves the right to use a casual.

**CLAUSE I MANDATORY OVERTIME ASSIGNMENT**

The assignment of overtime shall be on a voluntary basis except when the Employer is unable by this procedure to fill the overtime requirements with qualified employees. In such circumstances, qualified employees with the least seniority will be required to work such overtime.

**ARTICLE 8 - VACATIONS**

**CLAUSE A VACATION QUALIFICATION**

An annual vacation with pay based on continuous service shall be granted to regular employees in the occupation classifications covered by this Agreement. Paid vacation leave will be earned on a calendar year basis, with entitlement in the current calendar year reflecting service in the previous calendar year. Casual employees will receive vacation pay of four percent (4%) on each pay, and will not be entitled to paid vacation leave.

**CLAUSE B VACATION ENTITLEMENT AND PAY**

All regular employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

- (a) Employees after one (1) completed calendar year service will be eligible for three (3) weeks' vacation entitlement at six percent (6%) of gross earnings.
- (b) Employees after seven (7) completed calendar years' service will be eligible for four (4) weeks' vacation entitlement at eight percent (8%) of gross earnings.
- (c) Employees after fourteen (14) completed calendar years' service will be eligible for five (5) weeks' vacation entitlement at ten percent (10%) of gross earnings.
- (d) Employees after twenty (20) completed calendar years' service will be eligible for six (6) weeks' vacation entitlement at twelve percent (12%) of gross earnings.
- (e) Entitlement will be pro-rated for a partial calendar year of service for new hires (see LOU #1).
- (f) Rates of pay in each case will be at the employee's normal rate of pay or gross earnings, whichever is greater.
- (g) It is agreed that employees' annual vacation may be taken, as mutually agreed, during the calendar year January 1<sup>st</sup> to December 31<sup>st</sup>. Scheduling of vacation will be in accordance with Clause C.

**Compensation for Statutory Holidays Falling Within Vacation**

When a statutory holiday falls on or is observed during an employee's annual vacation period, he/she shall be granted an additional day's vacation for each statutory holiday in addition to his/her vacation time or if a recognized holiday occurs during an employee's vacation or on the employee's regular scheduled day off, the employee shall receive a day off with pay, at a mutually agreed upon time or a day's pay, whichever the employee chooses. If no mutually agreed upon date, the scheduled day off will be taken adjacent to the vacation or the employees regular scheduled day off.

**CLAUSE C VACATION SELECTION**

- (a) A list showing the vacation allowance which employees will be eligible for in the succeeding vacation year will be posted on appropriate boards by January 15<sup>th</sup> of each calendar year. Any employee who fails to indicate a choice by January 30<sup>th</sup> will have waived his/her right to choose his/her vacation period over other employees. Between January 30<sup>th</sup> and February 15<sup>th</sup>, the vacation time schedule for all eligible employees will be completed and posted in each department. The employee's seniority standing will be given preference in the preparation of this schedule. Original vacation selections

may only be changed on approval of the department head.

- (b) Insofar as the efficient operation of a department will permit, an employee shall have the right to choose the period of vacation according to his/her seniority standing. If, in the opinion of the department head, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head will give such employee at least one (1) months' notice thereof, where practicable, and such employee shall have the right to choose an alternate period. In the event that the employee does not choose an alternate period, the department head shall assign the vacation period.
- (c) It is the Employer's intention, where practicable, to meet the employees' requirements for vacation. It is understood, however, that due to operation or other circumstances, it may be necessary to limit the period of vacation which employees can take at one time.
- (d) Vacations may be taken in agreement with the department head. The following regulations will apply:
  - (i) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
  - (ii) In cases when an employee's services can be spared and the normal vacation selection of other employees is not adversely affected, the Employer will attempt to meet the employee's request.
  - (iii) Choice of vacation selection shall be on the basis of seniority.
  - (iv) If conflict of these regulations is experienced as a result of job posting transfer, then re-selection of vacation will be made.
  - (v) Only two (2) employees per classification will be allowed off at any one time, except for the Shipper/Receiver and Lead Hand positions.

**CLAUSE D VACATION PAYOUT**

Payout for vacation will not be made except upon termination:

- (i) Employees leaving the Employer who have completed less than one (1) year of continuous service, excluding any period of authorized leave, at a time when an unused portion of vacation stands to their credit, will be entitled to four percent (4%) of gross wages earned during their period of employment as vacation pay.
- (ii) Employees leaving the Employer who have completed one (1) year of continuous service, excluding any period of authorized leave, at a time when an unused period of vacation stands to their credit, will be paid the amount due to them in lieu of vacation, calculated to the date of their leaving service.

- (iii) If the terminating employee takes more vacation than has been earned, the Employer will recover the unearned vacation monies from the final pay cheque.

**CLAUSE E ALLOTTED VACATION**

For the purpose of this article, it is intended that employees must take allotted vacation with pay.

**CLAUSE F VACATION ASSIGNMENT DURING PRIMETIME**

Primetime definition: Primetime will be defined as all weeks that public schools are commonly not in session.

Primetime selection: When the annual vacation sign up occurs, employees will, in order of seniority, be allowed to sign up for all but one (1) of their weeks of entitlement during Primetime. After all employees have signed up for vacation employees may, in order of seniority, apply for any remaining weeks in Primetime.

**ARTICLE 9 - STATUTORY HOLIDAYS**

**CLAUSE A STAT ELIGIBILITY**

Regular employees who have been employed at least thirty (30) calendar days immediately preceding the holiday and who worked fifteen (15) of the thirty (30) days immediately preceding the holiday, shall be eligible for statutory holiday pay.

**CLAUSE B STAT HOLIDAYS**

The following statutory holiday will be observed by the Employer:

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

and any other day formally designated or declared as a general and/or public holiday by Federal or Provincial Government.

**CLAUSE C WORK REQUIREMENT**

No employee shall be required to work on more than four (4) statutory holidays per calendar year.

**CLAUSE D STAT RATE OF PAY**

Employees who are required to work on a Statutory Holiday shall be paid double time for each hour worked on the holiday, and in addition employees required to work the statutory holiday shall be given a regular working day off with pay or the employee may elect to have day in lieu paid out.

**Payment for Statutory Holiday**

Whether a Statutory holiday is worked or not worked, regular employees shall be entitled to the following pay:

- (a) All regular employees will be paid stat pay equivalent to a normal day's work [eight (8) hours paid for five (5) day work week or ten (10) hours paid for a four (4) day work week] at straight time rates regardless of which day in the week the holiday falls. Such hours shall be added to the accumulated hours for the week.
- (b) Casual/Temporary/Probationary employees shall be granted statutory holiday pay in accordance with the provisions outlined in Employment Standards.

**CLAUSE E STAT FALLS ON WEEKEND**

Where the Statutory Holiday falls on a weekend, the day off with pay will be given on the first normal working day following the holiday unless prior mutual agreement, between the Employer and the Union, to have the Friday off is reached in writing at least fifteen (15) days prior to the holiday.

**CLAUSE F STAT FALLS ON SCHEDULED DAY OFF**

Where a statutory holiday falls on an employee's scheduled day off, the employee will receive another paid day off in lieu, as determined by the supervisor based on operational requirements or the employee may elect to have day in lieu paid out.

**ARTICLE 10 - LEAVES**

**CLAUSE A BARGAINING COMMITTEE PAID TIME**

Regular employees shall be given time off without pay in order to attend to bona fide Union business or participate in negotiations involving the Employer. The Union shall notify the Employer in writing at least two (2) weeks in advance of commencement of such leaves of absence.

**CLAUSE B TIME OFF FOR UNION BUSINESS**

Upon at least fifteen (15) days' prior notice by the Union, and by mutual agreement between the Employer and the Union, the Employer shall grant up to two (2) employees a leave of

absence without pay to attend to Union business. Such leave of absence may be renewable by mutual agreement of the Employer and the Union.

The Union shall notify the Employer at least one (1) week prior of the return of the employee(s) granted such leave.

**CLAUSE C      BEREAVEMENT LEAVE**

Upon application, a regular employee who, but for the bereavement would normally have worked, will be granted the following bereavement leave to be taken on or about the day of the funeral:

Three (3) consecutive working days for the death of step-parents of employee and spouse, sister or brother, sister-in-law, brother-in-law, parents-in-law, grandparents and grandchildren.

An employee shall be granted five (5) days paid bereavement leave for the death of a spouse (including common-law spouse), parents or children.

Bereavement leave shall be paid at the employee's basic rate.

Casual/Temporary employees may be granted bereavement leave without pay.

Employees who are in receipt of Workers' Compensation or sick benefit payments or extended leave of absence are not eligible to receive bereavement pay.

**CLAUSE D      COMPASSIONATE LEAVE**

Requests for leaves of absence, without pay, for compassionate reasons will not be unreasonably denied. An example would be those qualifying for E.I. Compassionate Leave.

**CLAUSE E      PERSONAL LEAVES OF ABSENCE (LESS THAN ONE (1) MONTH OR MORE THAN ONE (1) MONTH)**

The Employer shall give reasonable consideration to any written request from a Regular Employee for a leave of absence, without pay, unrelated to Leaves specified in the Agreement. In no event shall such unpaid leaves of absence be greater than one (1) calendar month. Seniority and benefits shall be maintained and accumulated during such leaves.

Leave of Absence (greater than one (1) month in duration) to allow an employee to travel overseas to visit family:

Such leaves will not be unreasonably denied if the employee provides the Company with at least one (1) months' notice, except in cases of family emergency. However, employees are encouraged to inform management of the leave of absence by December 1<sup>st</sup> (vacation requests). Once a leave of absence has been taken, the employee shall not submit requests for additional leaves of absence under this Clause for a period of twenty-four (24) months.

**CLAUSE F MATERNITY/PARENTAL/ADOPTION LEAVE**

A paid leave of absence will be granted to the partner (that includes same sex) for three (3) days upon the birth or adoption of a child.

Maternity/Parental/Adoption leave will be granted in accordance with Provincial and Federal government employment standards.

**ARTICLE 11 - JOINT UNION-MANAGEMENT COMMITTEE TERMS OF REFERENCE**

**CLAUSE A REPRESENTATION**

It is agreed that a Joint Union-Management Committee (the Committee) shall be established to include an equal number of representatives from the employees and management.

**CLAUSE B DESIGNATED CO-CHAIRS**

The Human Resource manager, or designate, shall act as Chairman, and a Shop Steward or alternate, shall act as co-chairman.

**CLAUSE C MEETINGS TIMES**

The Committee shall meet once each month (after the scheduled monthly Health & Safety meeting - 2<sup>nd</sup> week of the month).

**CLAUSE D MEETING AGENDA**

An agenda may be required for the meeting and shall be prepared and agreed upon by the Chairman and Co-chairman one (1) week in advance.

**CLAUSE E COMMITTEE FUNCTIONS**

The Committee shall have the following functions:

- (a) to act as a means of communication, on a regular basis, between management and the employees,
- (b) to discuss matters covered and not covered by the Collective Agreement, such as the state of the industry and the specific concerns of employees.
- (c) to deal with such other matters as the Committee may decide, exclusive of safety items which are discussed at safety meetings.
- (d) minutes of Committee meetings shall be posted in the workplace.

## ARTICLE 12 - EMPLOYEE DEFINITIONS

### CLAUSE A EMPLOYEE DEFINITIONS

**REGULAR EMPLOYEE** An employee who is regularly scheduled to work on a full time basis. Regular employees shall accumulate seniority following their probationary period and shall be entitled to all benefits and conditions of the Collective Agreement.

**CASUAL EMPLOYEE** Casuals shall be employed to relieve in positions occupied by regular employees or during overload or peak periods of work, subject to the following:

Without limiting the foregoing, the Employer may call casual employees to perform the following work:

- (i) vacation relief;
- (ii) sick leave relief;
- (iii) leave of absence;
- (iv) work that cannot be made part of an existing position;
- (v) absenteeism;
- (vi) relief pending a regular employee appointment;
- (vii) statutory holiday relief when regular employees unavailable.

It is the intent of the Company to hire and train a pool of casual employees in all classifications.

### CLAUSE B NOTICE OF NEW CASUAL

When casuals are employed the Employer agrees to provide the Chief Shop Steward verbally as soon as practicable but no later than twenty-four (24) hours in written form with the following information:

- (i) the name of each casual employee, and
- (ii) the position being filled by each casual.

### CLAUSE C PERMANENT POSITION CASUAL ELIGIBILITY

If a permanent position becomes available, casuals making application will be considered where no regular employee is applying.

- (a) In selecting the best candidate for the position the employee's skill, experience, availability and performance will be taken into consideration first. Should the applicant's be relatively equal then length of service shall apply.



**ARTICLE 13 - WAGES****CLAUSE A CLASSIFICATIONS**

		<u>Apr 1, 2018</u>	<u>Apr 1, 2019</u>	<u>Apr 1, 2020</u>
		<u>\$0.60</u>	<u>2.25%</u>	<u>2.25%</u>
A	Driver	<u>\$21.50</u>	<u>\$21.98</u>	<u>\$22.47</u>
B	Shipper Receiver	<u>\$18.46</u>	<u>\$18.88</u>	<u>\$19.30</u>
C	Dock Lead Hand	<u>\$18.01</u>	<u>\$18.42</u>	<u>\$18.83</u>
D	Warehouse Utility/Bailer Operator	<u>\$16.73</u>	<u>\$17.11</u>	<u>\$17.49</u>
E	Shoe Sorter Lead Hand	<u>\$15.95</u>	<u>\$16.31</u>	<u>\$16.68</u>
F	Sorter	<u>\$15.17</u>	<u>\$15.51</u>	<u>\$15.86</u>
G	Driver Assistant	<u>\$15.17</u>	<u>\$15.51</u>	<u>\$15.86</u>

**PROBATIONARY EMPLOYEES:** An employee who is considered a probationary employee shall receive a rate of pay equal to fifty (50) cents per hour less than the basic rate of pay for the classification in which such employee is hired.

**CASUAL EMPLOYEE RATE OF PAY:** If a casual is called in to fulfill the requirements of a regular position the casual will be paid the regular rate for the position.

**HIGHER CLASSIFICATION RATE:** Employees assigned to work in a higher classification shall be paid for all hours worked in such classification at the rate applicable.

**CLAUSE B DAILY OVERTIME RATES OF PAY**

Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of seven (7) hours in any one (1) day, and double the employee's regular hourly rate for each hour worked in excess of ten (10) hours in any one (1) day.

**CLAUSE C WEEKLY OVERTIME RATES OF PAY**

Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each of the first four (4) hours worked in excess of thirty-five (35) hours in any one (1) week and double the employee's regular hourly rate of pay for each hour worked in excess of thirty-nine (39) hours in any one (1) week, excluding hours worked in excess of eight (8) in any one (1) day.

**CLAUSE D PREMIUM RATE**

It is agreed that all employees scheduled to work on a shift other than the day shift shall receive a premium of fifty cents (\$0.50) per hour. Employees who work on the day shift shall not receive a shift premium.

**CLAUSE E RETROACTIVITY**

**Definition**

All aspects of the renewed Collective Agreement shall be fully retroactive to the effective date of the Agreement.

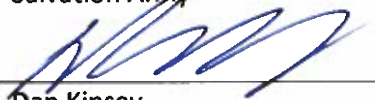
**ARTICLE 14 - DURATION OF AGREEMENT**

**CLAUSE A DURATION DATES**

This Agreement shall be effective from and after April 1<sup>st</sup>, 2018 and remain in effect until March 31<sup>st</sup>, 2021, and thereafter from year to year unless written notice of contrary intention, together with particulars of all proposed amendments or changes, is given by either party to the other party. The time limits for the serving of notice and particulars shall be applicable as prescribed as follows: The notice and particulars hereunder shall be delivered to the other party within four (4) months prior to the expiration of this Agreement. Within fifteen (15) days after receipt of such notice, the parties hereto shall begin negotiations unless extension of times is mutually agreed upon.

SIGNED this 1<sup>st</sup> day of November, 2019 at New Westminster, BC.

For the Employer:  
Salvation Army



Dan Kinsey  
National Distribution Manager

Heather Morrison, National Director,  
Employee Relations

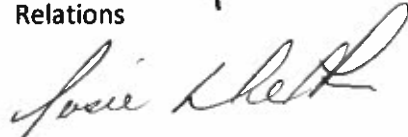
Aaron Vinepal, Regional Manager,  
Employee Relations



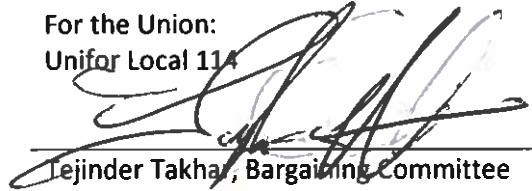
Rob Walsh, Distribution Manager



John Thompson, Manager, Labour  
Relations



For the Union:  
Unifor Local 114



Lejinder Takha, Bargaining Committee

Andrew Leung, Bargaining Committee



Mark Mistic, Local Representative



Andrea MacBride, National  
Representative

**LETTER OF UNDERSTANDING #1**

Between  
The Salvation Army  
National Recycling Operation Vancouver  
And  
Unifor Local 114

**RE: COMPRESSED WORK WEEK (2009)**

Where circumstances allow for a compressed work week, and where agreed to by Management, the following guidelines will be followed (subject to change; necessary to address any new factors identified).

**Compressed Work Week:**

The Employer shall wherever practical establish a weekly schedule of four (4) - nine (9) hour shifts [thirty-six (36) hour work week]; compensation will be on the basis of ten (10) hours per day at straight time.

**Daily overtime:**

Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each of the first (1<sup>st</sup>) hour worked in excess of nine (9) hours in any one (1) day, and double the employee's regular hourly rate for each hour worked in excess of ten (10) hours in any one (1) day.

**Weekly overtime:**

Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each of the first four (4) hours worked in excess of thirty-six (36) hours in any one (1) week and double the employee's regular hourly rate of pay for each hour worked in excess of forty (40) in any one (1) week, excluding hours worked in excess of nine (9) in any one (1) day.

SIGNED this 1<sup>st</sup> day of November, 2019 at New Westminster, BC.

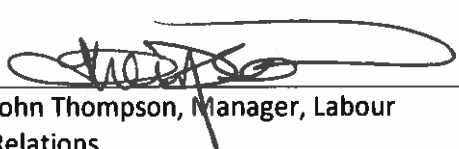
For the Employer:  
Salvation Army

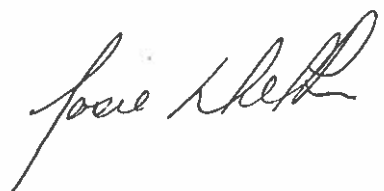
  
\_\_\_\_\_  
Dan Kinsey  
National Distribution Manager

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Heather Morrison, National Director,  
Employee Relations

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Aaron Vinepal, Regional Manager,  
Employee Relations

  
\_\_\_\_\_  
Rob Walsh, Distribution Manager

  
\_\_\_\_\_  
John Thompson, Manager, Labour  
Relations




For the Union:  
Unifor Local 114

  
\_\_\_\_\_  
Tejinder Takhar, Bargaining Committee

  
\_\_\_\_\_  
Andrew Leung, Bargaining Committee

  
\_\_\_\_\_  
Mark Mistic, Local Representative

  
\_\_\_\_\_  
Andrea MacBride, National  
Representative

**LETTER OF UNDERSTANDING #2**

Between  
The Salvation Army  
National Recycling Operation Vancouver  
And  
Unifor Local 114

**RE: JOB DESCRIPTIONS**

The Employer will agree to provide the membership updated 'job descriptions' for each classification outline in Article 2, Clause C within 90 days of ratification.

SIGNED this 1<sup>st</sup> day of November, 2019 at New Westminster, BC.


For the Employer:  
Salvation Army

  
\_\_\_\_\_  
Dan Kinsey  
National Distribution Manager

\_\_\_\_\_  
Heather Morrison, National Director,  
Employee Relations

\_\_\_\_\_  
Aaron Vinepal, Regional Manager,  
Employee Relations

  
\_\_\_\_\_  
Rob Walsh, Distribution Manager

  
\_\_\_\_\_  
John Thompson, Manager, Labour  
Relations

For the Union:  
Unifor Local 114

  
\_\_\_\_\_  
Tejinder Takhar, Bargaining Committee

  
\_\_\_\_\_  
Andrew Leung, Bargaining Committee

  
\_\_\_\_\_  
Mark Mistic, Local Representative

  
\_\_\_\_\_  
Andrea MacBride, National  
Representative

**LETTER OF UNDERSTANDING #3**

Between  
The Salvation Army  
National Recycling Operation Vancouver  
And  
Unifor Local 114

**RE: RECALL / VACANCIES / LAY OFF / BENEFITS (2010)**

If a lay off takes place, those laid off would be subject to recall to fill regular and temporary vacancies.

The employee would have the option of refusing any work offered if it is less than five (5) days as per Article 2 Clause F (d).

There will be times when the exact term of the temporary vacancy will be unknown but vacancies of three (3) weeks or more will be posted as a temporary vacancy and to be filled as outlined in Article 13 Clause C.

The recalled employee will fill the position/posting for the entire time, until the absent regular employee returns to full duties.

Temporary vacancy of less than ninety (90) consecutive days:

When an employee is recalled, the time that employee works will not be counted as part of the six (6) month lay-off. When the temporary vacancy ends, the employee will be laid off and 'lay off' time starts to accrue again. Once the laid off employee accrues six (6) months of actual 'lay off' time, then their employment will be terminated and the employee will no longer be subject to recall. There will be no benefits coverage for an employee recalled to fill a vacancy of less than ninety (90) consecutive days.

Temporary vacancy of more than ninety (90) consecutive days:

When the temporary vacancy exceeds ninety (90) consecutive days, upon completion of the ninety (90) consecutive days the recalled employee will start receiving their benefits. This will continue until the regular employee returns, at which time the employee filling the temporary position/posting will be once again be laid off and benefits will cease.

If an employee is laid off after ninety (90) consecutive days of work, the employee will be issued a new six (6) month lay-off notice and be subject to recall.

SIGNED this 1<sup>st</sup> day of November, 2019 at New Westminster, BC.


For the Employer:  
Salvation Army

  
\_\_\_\_\_  
Dan Kinsey  
National Distribution Manager

\_\_\_\_\_  
Heather Morrison, National Director,  
Employee Relations

\_\_\_\_\_  
Aaron Vinepal, Regional Manager,  
Employee Relations


  
\_\_\_\_\_  
Rob Walsh, Distribution Manager

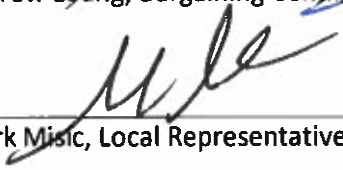
  
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John Thompson, Manager, Labour  
Relations

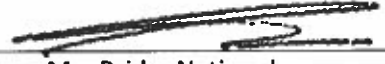


For the Union:  
Unifor Local 114

  
\_\_\_\_\_  
Tejinder Takhar, Bargaining Committee

  
\_\_\_\_\_  
Andrew Leung, Bargaining Committee

  
\_\_\_\_\_  
Mark Mistic, Local Representative

  
\_\_\_\_\_  
Andrea MacBride, National  
Representative

## LETTER OF UNDERSTANDING #4

Between  
The Salvation Army  
National Recycling Operation Vancouver  
And  
Unifor Local 114

**RE: EMPLOYEE GROUP RRSP (2007)**

The current Collective Agreement which expires on March 31, 2009 is silent regarding Registered Retirement Savings Plan and therefore the Employer administers the plan to employees as per The Salvation Army Policy.

The Salvation Army has made changes to Employer's Group RRSP effective April 1, 2007 and it will apply to all eligible employees as follows:

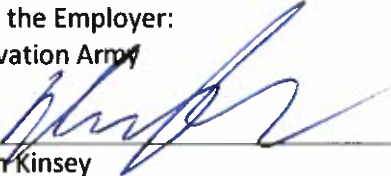
- All regular full time and part time employees who have completed their initial three (3) month probationary period can apply for membership in the Group RRSP Plan and receive Employer contributions.
- The following basic contribution percentages will apply:
  - On the completion of Employees Probation – 4% of regular paid earnings.
  - On the completion of 5 years of service – 5% of regular paid earnings.
  - On the completion of 10 years of service – 6% of regular paid earnings.
- If an employee chooses to make voluntary contributions, The Salvation Army will match the employee's contributions to a maximum amount as indicated below:
  - On the completion of Employees Probation – Matching of voluntary contributions to a maximum of 2 % regular paid earnings.
  - On the completion of 10 years of service (commencing 11<sup>th</sup> year of employment) – Matching of voluntary contributions to a maximum of 3% regular paid earnings.
  - NOTE: Contributions to a spousal account will not be matched.
- It is not necessary for employees to make personal voluntary contributions in order to receive The Salvation Army basic contributions.
- Employees who are currently enrolled in the plan will have the basic Employer contributions increased to the new contribution percentage for regular paid earnings from April 1, 2007.



Employees will receive a letter outlining the new Employer's Group RRSP and also will receive instructions regarding which forms need to be completed.

SIGNED this 1<sup>st</sup> day of November, 2019 at New Westminster, BC.

For the Employer:  
Salvation Army



Dan Kinsey  
National Distribution Manager

Heather Morrison, National Director,  
Employee Relations

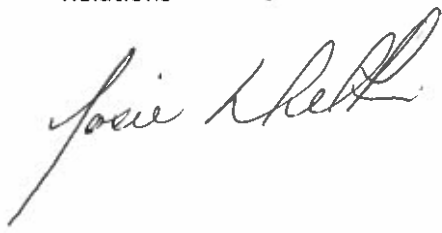
Aaron Vinepal, Regional Manager,  
Employee Relations



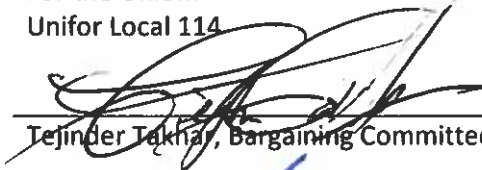
Rob Walsh, Distribution Manager



John Thompson, Manager, Labour  
Relations



For the Union:  
Unifor Local 114



Tejinder Takhar, Bargaining Committee

Andrew Leung, Bargaining Committee

Mark Mistic, Local Representative

Andrea MacBride, National  
Representative



## APPENDIX #1

### EMPLOYER'S HUMAN RIGHTS AND HARASSMENT POLICIES

The Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy applies to all employees, officers and volunteers ("Workers") in any location in which they are engaged in work-related activities. This Policy is intended to address Discrimination, Sexual Harassment, Personal Harassment, Psychological Harassment and a Poisoned Work Environment.

#### 1. DEFINITIONS

1.01 "Complainant" any Worker(s) that makes a complaint under this Policy.

1.02 "Discrimination" includes any discrimination and/or harassment contrary to provincial Human Rights legislation, which includes discrimination and/or harassment based on the following protected grounds:

- race, colour, ancestry, citizenship, ethnic origin or place of origin
- creed, religion
- age
- sexual orientation
- family, marital or same-sex partnership status
- disability or perceived disability (including the dependence on alcohol or drugs)
- gender

1.03 "Discriminatory Harassment" includes comments or conduct based on the protected grounds outlined in provincial Human Rights legislation where it is offensive or not welcomed by the individual. Some examples of discriminatory harassment are:

- offensive comments, jokes or behaviour that disparage or ridicule a person's race, religion, sexual orientation, gender, creed or disability
- imitating a person's accent, speech or mannerisms
- persistent or inappropriate questions about whether a person is pregnant, has children or plans to have children
- inappropriate comments or jokes about an individual's age, sexual orientation, personal appearance or weight (whether they are under or overweight)
- refusal to associate or work with an individual because of their age, race, colour, creed or any other protected attribute
- creating, displaying or distributing derogatory or offensive written materials that imply the inferiority of a protected group of people.

1.04 "Harassment" includes Discriminatory Harassment, Psychological Harassment, Sexual Harassment and Personal Harassment. Retaliation against any individual

who makes a bona fide complaint in compliance with this Policy, participates or cooperates in an investigation will be considered harassment.

- 1.05 "Local Administration" management and/or supervision at the ministry unit level.
- 1.06 "Personal Harassment" derogatory conduct or behaviour that intimidates or belittles an individual or group of individuals.
- 1.07 "Poisoned Work Environment" involves situations where one individual is not directly targeted. It includes situations where harassing comments and/or conduct can create a hostile work environment. Some examples of actions that can create a poisoned work environment include:
- displaying offensive or sexual materials such as posters, pictures, calendars, websites or screen savers
  - distributing offensive email messages, or attachments such as pictures or video files
  - practical jokes that embarrass or insult an individual or group of individuals
  - jokes or insults that are offensive, racist or discriminatory in nature
- 1.08 "Psychological Harassment" includes humiliating or bullying behaviour that may include the following components:
- it is generally repetitive, although a single serious incident of such behaviour may constitute psychological harassment if it undermines the recipient's psychological or physical integrity and has a lasting harmful effect
  - it is hostile, abusive or inappropriate
  - it affects the person's dignity or psychological dignity
  - can result in a Poisoned Work Environment

Management actions which are conducted in a respectful manner, including measures to correct performance deficiencies or to impose discipline for workplace infractions do not constitute psychological harassment.

Examples of psychological harassment are:

- verbally abusive behaviour such as yelling, insults and name calling
- persistent, excessive and unjustified criticism and constant scrutiny
- starting and/or repeating malicious rumours
- exclusion of individuals from workplace activities
- undermining an individual's efforts by setting impossible goals and deadlines
- sabotaging an individual's work
- inappropriately using influence to negatively impact an individual's efforts at promotions or transfers
- knowingly making false allegations about someone in memos or other work related documents

1.09 "Respondent" any Worker(s) that a complaint is being brought against under this Policy.

1.10 "Sexual Harassment" includes conduct or comments of a sexual nature that are not welcome or are offensive. This includes, but is not limited to negative or inappropriate conduct and/or comments that are not necessarily sexual in nature, but which are directed at an individual because of his/her gender.

Both genders can be victims/offenders of sexual harassment directed toward either men or women.

Examples of sexual harassment are:

- sexual advances or demands that are unwelcome
- threats, punishment or denial of a benefit for refusing a sexual advance
- offering a benefit in exchange for a sexual favour
- leering
- displaying sexually offensive material such as posters, pictures, calendars, cartoons, screen savers, pornographic or erotic web sites or other electronic material
- distributing sexually explicit e-mail messages or attachments such as pictures or video files
- sexually suggestive or obscene comments or gestures
- unwelcomed remarks, jokes, innuendos, propositions or taunting about a person's body, clothing or gender
- persistent, unwanted attention following the end of a consensual relationship
- physical contact of a sexual nature, such as touching or caressing
- sexual assault
- gender (unless it is a bona fide job requirement)

1.11 "TSA" refers to The Salvation Army Canada and Bermuda Territory.

1.12 "Workers" refers to all employees, officers and volunteers in TSA.

1.13 "Workplace" refers to any place where business or work-related activities are conducted. This includes, but is not limited to, physical work premises, the location of work-related social functions, and other locations where work assignments are conducted.

## 2. POLICY

TSA's goal is to provide a healthy, safe and respectful Workplace that is free of any form of Discrimination and Harassment. TSA is committed to providing and maintaining a work environment where all Workers are treated with respect and dignity.

The intent of this Policy is to ensure that all Workers are aware that Discrimination and Harassment are unacceptable and will not be tolerated. TSA may discipline any Worker regardless of position or title, found to have been in contravention of this Policy.

TSA recognizes that its Workers may be subjected to Discrimination and Harassment by clients or by others who conduct business with TSA. TSA acknowledges that it has a responsibility to support and assist the individual(s) subjected to such Discrimination and Harassment.

All complaints involving Discrimination and Harassment will be addressed in a timely manner.

A separate file will be maintained in the Territorial Headquarters Employee Relations Office for complaints filed under this Policy. This file will include the actual complaint, investigation interviews, and the investigation report.

Where investigation substantiates a violation of this Policy and disciplinary action is taken, a permanent record of this discipline will be included in the file of the offender.

In addition to the provisions of this Respect in the Workplace Policy, Workers have the right to seek assistance from their provincial Human Rights Commission.

TSA reserves the right not to investigate anonymous complaints.

### 3. PURPOSE

This Policy outlines the procedures to be followed with respect to Discrimination and Harassment. Complaints filed under this Policy will be processed in accordance with outlined procedures. Should the investigation reveal any retaliation or reprisal as a consequence of this complaint, it will be handled as a further violation.

The purposes of this Policy are:

- to maintain a Workplace that is respectful and free from Discrimination and Harassment;
- to ensure Workers are aware that Discrimination and Harassment in the Workplace is illegal;
- to outline the types of behaviour which are considered to be discriminatory, harassing and offensive; and,
- to establish a mechanism for receiving complaints of Discrimination and Harassment and to provide a procedure by which these complaints will be handled by TSA

This Policy recognizes that in the course of employment/service some physical contact may be warranted in order to provide comfort and support. This Policy is not intended to inhibit this type of physical contact where it is welcomed (where permission is sought

and granted). It is expected that Workers will treat one another and those they serve with the utmost respect, upholding the personal dignity of all.

This Policy is limited to the address of workplace issues between Employees, Officers, and Volunteers. This Policy is not intended to address issues between Salvation Army members, congregants or clients as these are addressed under the Territorial Abuse Policy.

Should jurisdiction be in question, the Territorial Abuse Advisor and the Territorial Director of Employee Relations will jointly determine which policy will be applied.

#### 4. RESPONSIBILITIES

TSA will not tolerate or condone Discrimination and Harassment. TSA will ensure that all Workers are aware of conduct which is considered to be inappropriate. TSA will investigate complaints in a timely manner and impose suitable corrective measures.

The responsibilities of Employee Relations/Human Resources include:

- promoting a respectful Workplace that is free from Discrimination and Harassment and offer Worker training and awareness programs;
- providing oversight and/or conducting timely investigations in accordance with this Policy and any legal requirements;
- providing guidance and support to the parties involved in a complaint under this Policy;
- maintaining confidential records in a secured location at Territorial Headquarters and/or Divisional Headquarters. Investigation files involving Salvation Army Officers will be sent to and stored at Territorial Headquarters; and,
- all complaints received by local human resources/administration are to be reported immediately to Divisional Headquarters Human Resources.

The responsibilities of Management/Supervisory Staff include:

- promoting a respectful Workplace that is free from Discrimination and Harassment;
- scheduling Workers to attend training and workshops;
- upholding this Policy through the discipline of offenders following consultation with employee relations/human resources;
- reporting Worker's complaints to: (i) Executive Director; (ii) Divisional Human Resources; or (iii) Territorial Employee Relations; and,
- supporting the resolution of informal complaints.

The responsibilities of Workers include:

- ensuring that their behaviour does not violate this Policy and working towards fostering a Workplace that is based on respect and is free of Discrimination and Harassment;

- recognizing situations involving Discrimination and Harassment; and,
- reporting any situations where it is believed that another Worker may be experiencing Discrimination and Harassment or retaliation for having made a bona fide complaint under this Policy to management/supervisory staff.

## 5. PROCESS AND PROCEDURE

Discrimination and Harassment are serious matters. Should a Worker decide not to make a formal complaint, an investigation may still occur to prevent further Harassment or Discrimination (e.g. the TSA may need to continue with an investigation if the allegations are serious or if there have been previous complaints or incidents involving either of the parties).

### Step 1 - Initial Action and Informal Process

- (a) Worker(s) who feel they have been subject to a violation of this Policy are encouraged to address their concerns with the person(s) engaging in the violation (where comfortable doing so).
- (b) Worker(s) should keep a written record of the violation(s), which includes the date, time, details and witnesses (if any).

### Step 2 - Local Administration

- (a) Worker(s) who choose not to go through Step 1 or have failed to resolve the issue with the person engaging in the violation are encouraged to report these matters to any of the following (where comfortable doing so): Their manager/supervisor, department head, executive director, or the local employee relations/human resources office.
- (b) Worker(s) who witness a violation of this Policy must report these matters to: Their manager/supervisor, department head, executive director, or the local employee relations/human resources office.
- (c) When either (a) or (b) occur, the local administration should seek advice from Divisional Human Resources or the National Recycling Regional Office.

### Step 3 - Formal Complaint Process

- (a) Where Steps 1 and 2 have not been initiated and/or have failed to resolve the issue, the Worker(s) may choose to file a formal complaint.

To file a formal complaint:

- (1) Complete the "Respect in the Workplace Policy Formal Complaint Form."
- (2) Submit the complaint to your immediate manager. Where there is discomfort following the above, all Worker(s) may submit their complaint to Divisional/Territorial Headquarters Human Resources/Employee Relations or for Recycling complaints the National Recycling Regional/Territorial Office.

## 6. INVESTIGATION PROCEDURE

Once employee relations/human resources has been informed about a complaint, the Divisional/Territorial Director of Employee Relations/Human Resources will be responsible for arranging the investigation of the complaint. The procedure outlined below applies to all Workers.

\* NOTE - Where it is alleged there has been a violation of this Policy by a Salvation Army Officer, the Secretary for Personnel will assign the investigator(s).

During an investigation, the role of Divisional/Territorial employee relations/human resources personnel is to:

- act as advocate for a Workplace free of Discrimination and Harassment (they do not act as advocate for any particular individual);
- remain impartial;
- act as a resource to both Complainant and Respondent (parties to the complaint) and answer inquiries about the investigation process and complaint procedure and the Respect in the Workplace Policy;
- discuss complaints on a confidential basis;
- assist in the informal resolution of complaints;
- where applicable, engage in discussions with the parties to the complaint to see if the matter can be resolved informally;
- support the parties throughout the course of the investigation (separate staff will be appointed for each party in order to avoid potential conflicts);
- obtain or provide investigator(s) with the assistance in acquiring necessary documentation for the investigation; and,
- investigate, or assign an independent investigator, when required.

Once investigator(s) are appointed, they will commence the investigation in a timely manner, depending on the nature of the complaint. Either internal or external investigator(s) will be chosen.

The role of the investigator(s) is to:

- conduct the investigation of a formal written complaint;
- interview the Complainant, Respondent and any witnesses who can provide relevant



- information regarding the violation;
- maintain appropriate documentation throughout the investigation and keep the information and documentation confidential; and,
- submit a report on the findings of the investigation to the requisite members of management.

Once the investigator(s) have been appointed, they are responsible for:

- ensuring the issuance of letters to the parties outlining any meeting dates, the process for the investigation and confidentiality requirements. The letter to the Respondent should outline the nature of the complaint;
- the review of any related documentation (i.e. personnel files, attendance records, facility policies and procedures); and,
- the preparation of a detailed report. The complete report should be forwarded to the Divisional Commander/Department Head or designate thereof. Where alleged Officer violation of this Policy is indicated, the completed report must be provided to the Secretary for Personnel and Divisional Commander/Department Head or designate.

A summary of the findings will be provided to the Complainant and the Respondent.

## 7. CONFIDENTIALITY

TSA recognizes the sensitive nature of Discrimination and Harassment complaints. All complaints will be kept confidential to the extent that TSA is able to do so. TSA will only release as much information as is necessary to investigate and respond to the complaint.

It is essential that the Complainant, Respondent, witnesses and anyone else involved in the formal investigation process maintain confidentiality. TSA reserves the right to discipline any individual who violates confidentiality of this process.

## 8. PROTECTION FROM RETALIATION

TSA will not tolerate retaliation, taunts or threats against anyone who in good faith makes a complaint under this Policy or takes part in an investigation. Any person who taunts, retaliates against or threatens anyone in relation to a complaint under this Policy may be subject to disciplinary action up to and including termination.

TSA is concerned about protecting its Workers from false or malicious allegations. Where a complaint is found to be false, malicious, or frivolous, the Complainant may be subject to discipline up to and including termination.

Donald J. Copple  
Colonel  
Chief Secretary

**APPENDIX #2**

**BENEFIT PLAN**

Please see the benefit booklet, "Taking Care of You".