

# **COLLECTIVE AGREEMENT**

**Between:**

**1884901 Alberta Ltd.**

**(dba — PARK'N FLY)**



**(Hereinafter referred to as 'the Company')**

**And:**

**TEAMSTERS LOCAL UNION NO. 31**



**(Hereinafter referred to as 'the Union')**

**March 24, 2020 to March 23, 2021**

## **ARTICLE 1 - OBJECTIVE**

1:01 The objectives of this Agreement are to maintain a harmonious relationship between the Company and its employees; to allow effective and efficient operation of the Company's business subject to the provisions of this Agreement; to provide an amicable and equitable method of settling grievances or differences arising from the provisions of this Agreement and to maintain mutually satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Agreement

## **ARTICLE 2 -RECOGNITION**

2:01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement as set forth in the Certificate of Bargaining Authority issued under the Labour Relations Code of British Columbia.

2:02 The Company shall not require an employee to enter into a written or oral agreement which conflicts with a specific provision of this Agreement

2:03 Any employee who, prior to the effective date of this Agreement, received a wage rate in excess of the rate for the classification as listed in this Agreement shall not suffer a reduction of their wage rate because of the implementation of this Agreement

2:04 Nothing in this Agreement shall preclude excluded personnel of the Company from performing work done by those in the bargaining unit from time to time provided that no regular employee shall lose hours of work or suffer a lay-off as a direct result.

2:05 The Company agrees that no excluded personnel shall perform the job of a regular employee while any employee capable of performing that job is on lay-off

2:06 The Company agrees that it will not contract out work normally and regularly performed by employees in the bargaining unit

## **ARTICLE 3 -DEFINITIONS**

3:01 The term "employee" is used for the purpose of this Agreement and shall include all persons employed by the Company on whose behalf the Union has been certified as bargaining agent.

3:02 It is agreed and understood that references to masculine gender shall be interchangeable with the feminine gender throughout the Agreement.

3:03 The term "part-time employee" is used for the purposes of this Agreement and shall include all persons who have completed the probationary period, but do not hold a full time position with the Company. A part-time employee does not include a probationary employee.

3:04 The term "regular employee" is used for the purposes of this Agreement and shall include all persons who have completed the probationary period and have been awarded a full time position with the Company.

## **ARTICLE 4 -UNION SECURITY**

4:01 Every employee who is covered by the Agreement now or hereafter, shall make application for Union membership and maintain Union membership as a condition of employment.

4:02 New employees shall within three (3) days after commencement of employment, make application for Union membership and maintain Union membership as a condition of employment.

4:03 The Company agrees to deduct initiation fees, monthly dues and assessments as determined by the Union on a monthly basis from the salaries or wages of each and every employee covered by this Agreement.

4:04 The Company agrees to deduct each month, from the earnings of each employee coming within the scope of this Agreement, who earnings in any portion of the calendar month, an amount equal to the monthly dues of the Union as determined by its By-laws and Constitution.

4:05 The Company agrees that the aforesaid deductions shall continue during the life of this Agreement and after the expiry date thereof during the entire period that any negotiations are proceeding with a view of concluding a new Agreement.

4:06 The Union agrees to advise the Company in writing of the amount of initiation fees, monthly dues and assessments to be deducted an all amounts to be deducted.

4:07 The Union shall notify the company and employees in writing of any changes in the amount of initiation fees, monthly dues and assessments at least one (1) month in advance of the end of the pay period in which deductions are to be made, provided that such charges shall not occur more than twice in any calendar year.

4:08 The Company shall furnish the Union each month with a written list of

- a) Names of employees from whom deductions have been made, and the amount of such deductions.
- b) Names of employees whose employment has been terminated
- c) Names and home addresses provided of employees who have been hired.

4:09 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of any error committed by the Company.

## **ARTICLE 5 - UNION REPRESENTATIVES**

5:01 The Company recognizes employees who are appointed or elected as Shop Steward(s). The Union agrees to notify the Company in writing of the names) of the current Shop Steward(s) who are appointed or elected from time to time. The Union agrees that there shall be no more than one (1) Shop Steward representing the operating shift at one time for the purposes of the grievance procedure.

5:02 In the exercise of their functions, the Shop Steward will first obtain the necessary permission from the Company prior to leaving their assigned duties to carry out any investigation of and/or settlement of formal grievances. Such permission shall not be unreasonably withheld

5:03 The Union representative will be granted access to the union members at the Company premises under such conditions as the Company may prescribe, during regular business hours, Monday to Friday by notifying the General Manager or his designate on duty. Where the Union representative requires access to the Company premises after regular business hours he/she shall obtain permission from the General Manager or his designate under such conditions as may be prescribed. Such permission shall not be unreasonably denied.

5:04 Where the Company finds it necessary to discharge or lay-off an elected Shop Steward the Union shall be notified in advance of such action by the Company.

5:05 The Company shall provide a locking bulletin board in an area accessible to employees for the purposes of posting official Union notices. All information posted on such notice board must be signed by an officer of the Union.

## **ARTICLE 6 -MANAGEMENT RIGHTS**

6:01 The Union agrees that the management and control of the Company's business and direction and control of the Company's workforces are vested exclusively in the Company subject only to the limitations imposed upon the Company by the express provisions of this Agreement. The Union further recognizes and agrees that the Company retains all customary rights, responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this Agreement.

6:02 The Company shall be free to hire new employees provided such employees shall be eligible for membership in the Union and shall make application and become members pursuant to 4:01.

## **ARTICLE 7 -DAYS AND HOURS OF WORK**

7:01 The normal hours of work for the Company's business covered by this Agreement shall be set and may be modified by the Company according to the demands of the business.

7:02

(a) Assignment of full time shifts for each classification will be based on classification seniority provided the employee has the requisite ability.

(b) For full time employees and regular part-time employees, the Company will prepare a weekly hours of work schedule (Monday - Sunday) and post such schedule in a conspicuous place by 3:00 p. m. Thursday of the week prior to the schedule commencing.

(c) Other part-time employees will be scheduled for part-time work available based on Company seniority provided the part-time employee possesses the requisite ability.

(d) The Company may implement flexible work schedules consistent with the Letter of Understanding of May 9, 1995 as set out at Appendix "A" of this Agreement.

(e) The Company agrees that once the schedule has been posted, the hours posted on the schedule as per 7:02(b) above will not be reduced by the Company save and except for any force majeure or other occurrence which results in the airport flight traffic being severely curtailed or stopped

(f) The Company agrees that when a regular employee working assigned shift(s) of five (5) days on and two (2) of or one of the 'scheduled shifts as noted in Appendix "A" to this Agreement and is required to change to another regularly scheduled shift(s), the Company will provide a minimum of two (2) weeks' notice to the employee except where the employee agrees to a lesser notice period or except where there is any unforeseen occurrence which results in the airport flight traffic being severely curtailed or stopped thereby necessitating the Company dramatically alter shifts) in response.

(g) Where the Company intends to change the shifts) of an employee currently working on any rotating shift outlined in Appendix 'A' to this Agreement, the Company will consult with the employee and the Union prior to issuing notice of the change in accordance with 7:02(f) above.

7:03 Normal starting and stopping times may be adjusted by the Company to meet the demands of the business. In the event that the normal starting and stopping times are to be adjusted the employees affected will be provided advance notice where practical.

7:04 Notwithstanding that 7:02 (d) provides that the hours of work posted on the weekly schedule will not be reduced by the Company, the provisions of this Article will not be construed as guaranteeing to any employee any number of hours of work per day or per week other than pursuant to 7:02 (e).

7:05 The Company shall accept the responsibility of maintaining the work schedule. It is the responsibility of each employee to check the schedule for work times and shifts. All changes to the work schedule shall be authorized by the Company. All changes to the work schedule shall be dated.

7:06

(a) Any changes to the posted work schedule for regular employees instituted by the Company shall be communicated to the Shop Steward.

(b) No changes to scheduled shifts shall be made between employees without the express consent of the Company. The Company agrees that consent will be granted on the following basis:

- (1) the employees that want to change are on the same posted weekly shift schedule and;
- (2) the employees that want to change both sign a form agreeable to the Parties and the form is submitted to the Manager the Monday prior to the work schedule being posted for that week and;
- (3) the exchange of shifts) between employees must be completed within the regular pay period in effect at the Company and;
- (4) the employee(s) requesting and accepting the change of shifts have the qualifications and ability to perform the work required on the scheduled shift(s) to be worked and;
- (5) the employee(s) requesting and accepting the change of shifts will be paid the rate of pay for the classification of work performed regardless of their regular classification.

(c) The Company agrees further that approved schedule shift exchanges will end and will revert back to the original schedule when one of the following occurs:

- (1) a request to revert back to the original schedule is made by one of the employees, provided it is made before 12:00 noon the Monday prior to the shift being posted for the week or
- (2) one of the employees goes on a leave of absence, authorized pursuant to Article 15, quits or is terminated, or
- (3) the Company requires the employee(s) to revert to their original shift for bona fide operational reasons (i. e. requisite ability, etc.). Where the Company requires the employee(s) to return to their original shift(s), the Company will provide a minimum of two (2) weeks advance written notice prior to 12:00 noon the Monday prior to the shift being posted where practicable.

7.07

(a) An employee shall be granted eight (8) consecutive hours rest between shifts. Where the employee is called in to work before the eight (8) consecutive hours has elapsed and elects to report to work; the employee shall be paid overtime rates for all hours worked within the eight (8) hour period from the finish of his previous shift.

(b) Employees shall be granted unpaid meal periods of one half (1/2) hour unless their scheduled shift is for five (5) hours or less. Employees scheduled to work the graveyard shift shall receive a paid meal period.

(c) Employees who are scheduled for and work a regular full shift shall be scheduled two (2) paid fifteen (15) minute rest periods, one in each half of their shift.

(d) Employees scheduled for a shift offive (5) hours or less shall be scheduled a paid fifteen (15) minute rest period at some time within their shift period

#### 7:08 Shift Vacancy Postings

a) Where the Company creates a new full time shift or a full time shift becomes vacant and needs to be filled, the Company will post for five (5) calendar days, the full-time shift detailing the classification, the scheduled start and stop times, breaks, the days of the week to be worked and the date the shift is to commence.

For greater clarity, each such posting shall identify a single classification as defined at Schedule "A" to this Agreement.

b) Notwithstanding that a single classification is posted, it is agreed and understood that employees can possess multiple qualifications and may be required to perform duties in a higher rated classifications from time to time. Where any employee performs those higher rated duties for which he is qualified, he shall be paid in accordance with Article 14:06.

7:09 Employees applying for the vacant or newly created shift will be selected based on seniority in the classification where the shift vacancy occurs.

7:10 In the event no employee in the classification where the shift vacancy exists applies for the shift; the most senior applicant based on Company seniority will be selected provided they possess the requisite ability and qualifications for the job duties.

### ARTICLE 8 -OVERTIME

#### 8: 01

##### (a) Daily Overtime

For the purposes of this section, overtime is paid to an employee for approved time worked outside of or in excess of regular scheduled hours for the day at the rate of time and one-half (1 1/2x) the regular rate of pay for the first two (2) hours and double (2x) the regular rate of pay for all hours worked thereafter in any one day.

##### (b) Weekly Overtime

Overtime is paid to an employee for approved hours worked in excess of the average of forty (40) hours over a three (3) month averaging period at the rate of time and one-half (1 1/2x) the regular rate of pay for all hours over forty (40) up to forty-eight (48). Any hours over forty-eight (48) will be paid at double time (2x) the regular rate of pay. Payment of weekly overtime hours excludes those hours in (a) above.

##### (c) Part-time Overtime

(1) Overtime shall be payable to a part-time employee working a part-time shift where approved hours worked are in excess of eight (8) hours in a day and/or forty (40) hours in a week (excluding those hours worked in excess of eight (8) in any one day).

(2) Part-time employees temporarily replacing regular employees who are not working a shift rotation schedule as set out at Appendix "A" of this Agreement will be paid overtime as follows:

##### (a) Daily Overtime

- (i) One and one-half times (1 1/2x) the part-time employee's regular wage or the time worked over eight (8) hours, and
- (ii) Double (2x) the part-time employee's regular wage for any time worked over eleven (11) hours.

(b) Weekly Overtime

- (i) One and one half (1 1/2x) the part-time employee's regular wage for time worked over forty (40) hours; and
- (ii) Double (2x) the part-time employee 's regular wage for any time worked over forty-eight (48) hours;
- (iii) Daily overtime shall be excluded from the calculation of weekly overtime.

(3) Employees temporarily replacing regular employees working a scheduled shift rotation as set out at Appendix "A" of this Agreement for one (1) week or more, the following shall apply:

(a) All overtime worked shall be paid in accordance with the overtime pay schedule for the shift schedule listed in Appendix "A".

(b) An employee replacing a regular employee shall be scheduled to work the hours posted pursuant to Article 7:02 for the weekly shift block The weekly shift block is defined at Article 16:04 (b). The employee temporarily replacing the regular employee shall be entitled to the scheduled days of in accordance with the particular shift schedule.

(c) Part-time employees replacing regular employees pursuant to this Article shall be selected on the basis of Company seniority subject to the requisite ability, qualifications and availability.

8:02 Shift changes at the request of the employee or as a result of an approved exchange of shifts with another employee shall not result in an overtime payment by the Company.

8:03 Except as may be expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.

## **ARTICLE 9 -REPORTING PAY AND CALL-IN**

9:01 Employees who are scheduled and who report for their scheduled shift and for whom no work is available on their report for work due to an emergency or force majeure will receive a minimum of two (2) hours pay at straight time rates for their classification.

9:02 Employees who are scheduled for work and who actually commence work will receive a minimum of four (4) hours pay at straight time rates for their classification.

9:03 The provisions of this Article shall not be used when the Company gives notice to the employee by the weekly schedule in 7:02 (b) canceling the scheduled shift.

9:04 An employee who is called back to work outside his regular scheduled hours between his scheduled shift(s) will be compensated a minimum of four (4) hours pay at straight time rates or will be paid overtime rates for all hours worked, whichever is the greater.

## ARTICLE 10 -SENIORITY

10:01 The Company recognizes that job opportunity should increase according to the principle of seniority, ability and qualifications being equal. For the purposes of this Agreement, ability is defined as competency/capability to perform the duties of the job; qualifications refers to training/experience to perform the duties of the job.

10:02

(a) The term 'probationary employee' is used for the purposes of this Agreement and shall include all employees who have been employed by the Company for a period of four (4) consecutive months or sixty (60) shifts from the date of hire, whichever occurs first. The probation period may be adjusted to coincide with a specific period of training as required by the Company.

(b) During the probationary period, the Company shall determine in its sole discretion whether an employee is suitable for continued employment.

(c) The probationary period may be extended by mutual agreement between the Company and the Union.

(d) Seniority shall be granted to employees who have completed the probationary period and shall be the length of continuous service in a classification outlined in Schedule "A".

(e) For the purposes of this Agreement, Classification Seniority shall be the length of continuous service in a classification as outlined in Schedule "A".

(f) Where an employee works currently in different classifications, Classification Seniority for the purposes of job and shift vacancy will be granted in the classification where the majority of shifts have been worked within the previous year.

10:03 The Company will prepare and maintain seniority lists by classification by date of hire and will provide to the Unit Chairperson on a monthly basis, a copy of such list(s).

10:04

(a) An employee transferred to a position out of the bargaining unit shall retain their seniority for a period not to exceed ninety (90) days subject to the provision of (c) below.

(b) An employee transferred to a position outside the bargaining unit who expresses a desire to return to the bargaining unit within the ninety (90) day period shall suffer no loss of seniority and shall be returned to their former position held prior to the transfer.

(c) Where the Company elects to extend the term for up to a further ninety (90) days, it shall first seek the approval of the Union, such approval shall not be unreasonably withheld.

10:05 Employee(s) who agree to be transferred out of the bargaining unit for the purposes of management training for a cumulative period not to exceed six (6) months will return to the bargaining unit and the job previously held without loss of seniority for the period spent training. The training period may be extended by mutual agreement between the Company, employee and the Union.

10:06 It is agreed that employee(s) may be transferred out of the bargaining unit for temporary management duty not to exceed six (6) months in a twelve (12) month period and return to the bargaining unit in the job previously held without loss of seniority.

10:07 An employee shall lose their seniority for the following reasons:



- (a) voluntarily terminates their employment with the Company;
- (b) is discharged for just and reasonable cause and is not reinstated under the grievance procedure;
- (c) fails to report for work from an approved leave of absence, scheduled vacation or when cleared to return from absence due to illness, W.C.B. without reasonable excuse;
- (d) fails to report when recalled to work from lay-off within three (3) calendar days;
- (e) is outside the bargaining unit for longer than six (6) months pursuant to Article 10:04.
- (f) is not recalled to work with the recall period pursuant to Article 18 of this Agreement;

10:08 No employee shall, while actively employed with the Company, undertake any work with another Company involved in the vehicle parking at or near the Vancouver International Airport which could be construed as a conflict of interest or undertake any work which will preclude the employee from meeting their primary employment obligations with the Company.

10:09 The Company will provide to the Union a seniority list of all employees who qualify, within thirty (30) days of the signing of the Agreement and monthly thereafter.

The list will include:

- (a) name of employee
- (b) classification
- (c) seniority date
- (d) number of shifts (part-time employees only)

10:10 Transfer of Status (Regular to Part-time)

- a) A 'regular employee' as defined at Article 3:05, who wishes to transfer to part-time' status as defined at 3:04 may apply to the Company in writing. Subject to the sole discretion of the Company, the employee may be transferred to Part-time' status and he placed on the Part-Time Employee List. They shall be scheduled for part-time work in accordance with Letter of Understanding #4.
- b) A regular employee who transfers to part-time' in accordance with (a) above, shall suffer no loss of seniority and their service with the Company shall be deemed to be continuous.
- c) A regular employee who transfers to part-time' status may, subject to the provisions of Article 17, apply for a position vacancy within a six (6) month period from the date of the initial transfer. Where the employee is awarded the position and returns to Regular status, they shall be entitled to resume any previous entitlement to benefits coverage as provide at Article 21:01.
- d) A regular employee who transfers to part-time' status and, following more than six (6) months from the date of the initial transfer subsequently applies for and is awarded a position vacancy in accordance with Article 17, must re-qualify for any benefits coverage and serve the appropriate waiting period consistent with the provisions of the Plan(s) and this Agreement at Article 21:01.

## **ARTICLE 11 -GRIEVANCE AND ARBITRATION**

11:01 Either Party to this Agreement may lodge a grievance with the other Party on any differences between the Parties concerning the alleged violation or the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2 of the Grievance Procedure.

11:02 Any difference arising between the Parties shall be resolved without stoppage or interruption of work

### **11:03 Grievance Procedure**

(a) Any employee who has a grievance or complaint shall first discuss the matter in dispute with the General Manager or his designate concerned with the matter as soon as he becomes aware of the matter in dispute.

(b) If the matter is not resolved to the satisfaction of the employee, the grievance shall be reduced to writing and contain the nature of the grievance, the relevant provision of the Agreement in dispute, the remedy requested the signature of the person(s) lodging the grievance or complaint and advanced as follows:

#### **Step 1**

The Grievor shall confer with his General Manager or designate within fourteen (14) calendar days of the filing of the grievance. A Union representative may be present if the employee so chooses. The General Manager or designate hearing the grievance shall advise the Grievor in writing of the response to the grievance within five (5) calendar days of their meeting.

#### **Step 2**

Failing a satisfactory resolve at Step 1, and within five (5) calendar days, the Grievor and/or the Union representative shall confer with management of the Company in an attempt to resolve the grievance. Management of the Company shall respond at Step 2 within five (5) calendar days of the meeting at Step 2.

#### **Step 3**

Failing a resolve at Step 2, and within twenty-one (21) calendar days, either Party may refer the matter to arbitration by advising the other Party in writing of their intentions. If no such written request for arbitration is received within the time limit, the grievance shall be deemed to have been abandoned.

11:04 Time limits between Steps 1 and 2 in the grievance procedure may be extended by mutual agreement.

### **11:05 Arbitration Procedure**

(a) The Company and the Union shall endeavour to agree upon the selection of an acceptable arbitrator to hear and render a decision on the matter(s) in dispute referred from the grievance procedure. In the event the Parties are unable to agree upon the selection of an arbitrator, the Parties will apply within ten (10) calendar days of their failure to agree, to the Minister of Labour pursuant to Section 86 of the Labour Relations Code of British Columbia for the appointment of an arbitrator.

(b) Once an arbitrator has been selected or appointed, the arbitrator shall convene a hearing consider the submission of the Parties and render their decision within fifteen (15) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall bear half (1/2) the cost of the Arbitrator.

(c) Provided both Parties agree, the grievance may be referred to a three (3) person Board of Arbitration consisting of a Chairman, a representative selected by the Union and a representative selected by the

Company. The respective representatives shall meet and select a Chairman who will convene a hearing into the dispute.

(d) In the case of a three (3) person Board of Arbitration, each Party shall be responsible for the costs and expenses of their representative and one-half (1/2) of the cost and expenses of the Chairman.

(e) Once a Board of Arbitration has been selected or appointed, the Board shall convene a hearing, consider the submission of the Parties and render their decision within fifteen (15) days of the conclusion of the hearing. The decision of the Board of Arbitration shall be final and binding on the Parties.

(f) The arbitrator or Board of Arbitration shall be restricted to the strict authority set out at Section 89 of the Labour Relations Code of British Columbia with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or supplement this Agreement in any way.

11:06 Group, Union or Policy grievances shall be admitted at Step 2 of the Grievance Procedure.

11:07 The Grievor filing an individual grievance shall have the right to be present at any stage of the Grievance Procedure.

## **ARTICLE 12 -DISCHARGE AND DISCIPLINE**

12:01 The Company reserves the right to discipline, demote, suspend and/or discharge an employee for just and reasonable cause.

12:02 An employee shall have the right to have a Shop Steward present if he so chooses, during any discussion with the Company, the purpose of which is to administer disciplinary action or penalty. The Company will, where practicable, no\* the employee in advance of the meeting of the purpose of the meeting so that the employee will have a reasonable opportunity to have a Shop Steward present. This provision shall not apply to discussions which involve the operational requirements of the Company and do not involve disciplinary action by the Company.

12:03 An employee disciplined/discharged for any cause will be notified in writing of the reasons for the discipline/discharge at the time of the discipline or, at the earliest possible date thereafter. A copy of the reasons for discipline will be sent to the Union.

12:04 The Company shall arrange for an employee to view his personnel file in the presence of a Company representative.

12:05 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line without having such action deemed grounds for disciplinary action by the Company or otherwise to be a violation of this Agreement.

12:06 When an employee is required by the Company to sign a document that reflects receipt of notification of discipline, the employee does so only to acknowledge receipt of the notice.

## **ARTICLE 13 -HEALTH AND SAFETY**

13:01 The Company and the Union realize the benefits to be derived from adherence to B.C. Workers' Compensation Industrial Health and Safety Regulations safety rules, policies, safe work practices and procedures that promote and maintain a safe and healthy workplace. The Company agrees to make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

The Union agrees to co-operate to promote the adherence to safety rules, policies, safe work practices and procedures.

13:02 Employees shall immediately report to their supervisor any unsafe equipment, practices(s) or condition(s).

The supervisor shall immediately investigate the complaint and shall take steps deemed necessary to correct any unsafe condition.

13:03 The Company shall maintain a Safety Committee consisting of equal representation of employees and management which shall operate in accordance with the Workers' Compensation Board Regulations. The Committee shall meet during regular work hours and time spent in the meeting(s) will be considered as time worked.

Minutes of the Safety Committee meeting shall be kept and posted on the bulletin board.

13:04 The Company shall provide adequate protective devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company. Where the nature of the work assigned requires special equipment or protective devices, such equipment and/or devices will be provided by the Company.

13:05 An employee who suffers a work related injury during working hours and is required to leave the work site for treatment of the injury, shall receive payment for the balance of the shift, at his/her regular rate of pay provided they are unable to return to work to complete their scheduled shift. For the purposes of this section, the recommendation of the attending physician regarding the ability of the employee to return to complete his/her shift shall be accepted.

13:06 The Company and the Union agree to advise the other Party as to the nature of any protest or appeal relative to an employee's claim to the Workers' Compensation Board.

13:07 Where any employee who possesses a valid Level 1 First Aid Certificate is appointed by the Company to act as the designated First Aid Attendant on any shift, The employee shall be paid a premium of twenty-five cents/hour (\$0.25) in addition to his regular wage for all hours worked where designated as the First Aid Attendant.

#### **ARTICLE 14 -WAGES**

14:01 The job classifications, effective dates and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and will form part of the Collective Agreement

14:02 Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement.

14:03 The Company shall make available to the employee a statement of earnings outlining the period for which payment is made, the rate of pay, any premiums paid, and the nature and amount of deductions made.

14:04 In the event of a system holiday falling on a regular pay day, wage payment shall be made available on the preceding day.

14:05

(a) In the event the Company establishes a new job classification or there is substantial change in the job complexity and content of any existing job classification set forth in the Wage Schedule to this Agreement, the Parties agree to negotiate a new or revised rate for the job in question.

(b) If the Parties are unable to reach agreement on the new or revised rate, then the matter may be referred by either Party through the grievance and arbitration procedures set forth in this Agreement.

14:06 An employee performing work in a higher classification with a higher rate of pay shall receive the higher rate of pay while performing such work provided the employee performs the work for a period(s) of more than one-half (1/2) hour. In the event that the employee is assigned to work at the higher classification for four (4) or more hours, the employee shall be paid the higher classification rate for all hours worked on the shift. An employee who is required to perform work at a lower classification with a lower rate of pay shall maintain their regular rate of pay for the period temporarily assigned. This provision does not apply where an employee is displaced into a lower classification.

#### **ARTICLE 15 -LEAVE OF ABSENCE**

The Company will consider all requests for a leave of absence from regular employee(s) and, at its discretion, may grant a leave of absence without pay in accordance with the following:

15:01

(a) All requests for leave of absence of one (1) week or more will be submitted in writing to the Company at the earliest opportunity and, unless otherwise provided in this Article, not later than thirty (30) calendar days prior to the start of the requested leave. The Company may accept a request submitted less than thirty (30) days in advance of the leave for compassionate or special reasons.

(b) Requests for leave of absence for less than one (1) week shall be submitted in writing prior to the Monday of the week in which the work schedule is posted. The Company will consider such applications on a case by case basis and will not unreasonably deny the request.

(c) Notwithstanding the preamble to this Article, where employees have banked floater days or statutory holiday days, such banked time shall be used and paid out by the Company to mitigate against the extent of the unpaid leave of absence.

15:02 Employees are expected to return to work immediately upon the expiry of the leave of absence. Any employee failing to report for work at the expiry of their leave, without valid and reasonable excuse, will be deemed to have terminated their employment with the Company.

15:03 Bereavement Leave

(a) In the case of a death in the immediate family of a regular employee, the Company shall grant up to three (3) consecutive days paid leave of absence from regular scheduled shifts at the employee's regular rate of pay. It is understood that any regular employee claiming leave under this section may be required to provide appropriate verification of the event and that the days claimed were for the purpose of arranging, attending and traveling to the funeral.

(b) For the purposes of this section, immediate family shall be: spouse, parents, children, brother(s), sister(s), brother-in-law, sister-in-law, grandparents, grandchildren, parents-in-law.

#### 15:04 Jury Duty

A regular employee selected for jury duty or summonsed or subpoenaed as a Crown witness will be granted a leave of absence for the duration of such service. The Company will pay to the employee the difference between their regular straight time rate of pay for any scheduled shift missed as a result of their performing such duty and the amount of compensation received for the duty at the proceedings. Employees may be required to provide such documentation as deemed necessary by the Company to determine monies paid to employees. An employee discharged from such duty before the end of his regularly scheduled shift shall contact the Company and advise the Company of their discharge from duty. The employee may be required to report to his shift upon his discharge from duty.

#### 15:05 Leave for Union Business

(a) Subject to operational considerations, an unpaid leave of absence may be granted to employees who are elected as representatives of the Union to attend at Union meetings and/or Union conventions or as members of the Negotiating Committee with the Company.

(b) Where the requested 'leave for employees as defined in 15: 05 (a) is for four (4) consecutive days or more, the Company shall be notified in writing of the request for such leave of absence not less than thirty (30) calendar days prior to the date that the leave is to commence. Where the 'leave' is for three (3) days or less, the Union shall provide such written notification not later than the Monday prior to the week in which the leave is to commence so as to facilitate the posting of the work schedule pursuant to Article 7: 02 (b).

(c) If any employee of the Company should be selected to serve the Union on a full time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of one (1) year. The employee(s) shall upon sufficient notice in writing to the Company, advising of their availability for return to work be re-employed in their former position with seniority accumulated, provided that not more than one (1) employee be absent at any one time.

#### 15:06 Educational Leave

The Company may grant leave for educational purposes for up to one (1) month.

The educational training for which the leave is requested must be considered by the Company to be directly relevant to the work performed at the Company and the future employment with the Company.

#### 15:07 Pregnancy leave, Parental leave and Family Responsibility Leave

Pregnancy leave, Parental leave and Family responsibility leave for regular employees will be granted in accordance with the provisions of the Employment Standards Act of B.C.

15: 08 Leave of absence(s) granted in accordance with this section will be considered for the purposes of calculating annual vacation entitlement, but will not be considered for the calculation of overtime or premium pay.

### **ARTICLE 16 -VACATIONS WITH PAY**

16:01 Annual vacations for regular employees shall be granted in accordance with the following:

(a) Following one (1) year continuous employment, two (2) weeks vacation with pay at four percent (4%) of the employee's gross wages for the previous year.

(b) Following five (5) years continuous employment, three (3) weeks vacation with pay at six percent (6%) of the employee's gross wages for the previous year.

(c) Following nine (9) years continuous employment, four (4) weeks vacation with pay at eight percent (8%) of the employee's gross wages for the previous year.

(d) Following thirteen (13) years continuous employment, five (5) weeks vacation with pay at ten percent (10%) of the employee's gross wages for the previous year.

16:02

(a) Provided the employee has scheduled and received prior approval to take their annual vacation, they shall be entitled to draw their vacation pay consistent with the regular pay day immediately preceding the commencement of their annual vacation.

(b) Part-time employees shall be paid vacation pay with their regular pay.

16:03 The 'Accrual Period' for the accrual of vacation entitlement in accordance with 16:01 above and the 'Vacation Year' for the purpose of scheduling vacations is the calendar year (January 1 of any year up to and including December 31 of the same calendar year). Vacation entitlement and vacation pay is earned consistent with 16:01 above.

16:04

(a) Employees are encouraged to schedule and take all accrued vacation entitlements each vacation year.

(b) Vacations must be scheduled and taken for unbroken periods of a minimum of one (1) calendar week unless approval is granted otherwise by the Company.

For the purposes of this provision, a week for those employees working under a flexible shift listed at Appendix "A" of this Agreement is defined as:

- (1) Schedule "A" Shift Block: Six (6) shifts followed by scheduled days off
- (2) Schedules B, C, D Four (4) shifts followed and E Shift Blocks:  
by scheduled days off
- (3) Schedule F Shift Block: Three (3) shifts followed by scheduled days off

For all other employees, a week is defined as a normal calendar week

(c) All earned vacation entitlements must be scheduled and completed within each vacation year unless otherwise approved by the Company.

(d) Any unused vacation entitlement will be paid out at the expiry of the vacation year unless written approval to carry over unused vacation entitlement is granted by the Company prior to the expiry of the vacation year.

(e) For the purposes of this section, the maximum carry over that may be approved by the Company is six (6) days.

(f) The 'Vacation Year' shall be divided into two (2) periods for the purposes of scheduling and taking annual vacation. 'Period One' is defined as the period from January 1, of any calendar year up to and including June 30 of the same calendar year. 'Period Two' is defined as the period from July 1 of any calendar year up to and including December 31 of the same calendar year.

(g) All regular employees shall be given the opportunity and responsibility to select their vacation choices in blocks of one (1) week or more as follows:

*(h)* Scheduling of Vacation Time Off

(1) Regular employees who choose to schedule vacation time off for Period One of a Vacation Year shall complete an approved time off request sheet (currently posted between the locker rooms) and submit the completed sheet to the designated management representative for approval. Advance applications for vacation time off for Period One will open November 1st and close November 30th of the calendar year prior to the commencement of Period One. The Company will consider those requests submitted in advance and subject to (6) below, approve the requests based on the seniority of those applicants. The Company will post the approved advance vacation schedule for Period One of the next Vacation Year on or before December 15th of the calendar year prior to the commencement of Period One.

(2) Thereafter, any employee wishing to schedule vacation time off for Period One of a Vacation Year shall complete an application sheet and submit the completed sheet to the designated management representative for approval. Applications for vacation time off in Period One of a Vacation Year that are submitted after the advance closing date of November 30th of the calendar year shall be considered on a first come first serve basis. The Company will make every reasonable effort to 'action' the employee's application within fourteen (14) calendar days following receipt of the application.

(3) Regular employees who choose to schedule vacation time off for Period Two of a Vacation Year shall complete an approved time off request sheet (currently posted between the locker rooms) and submit the completed sheet to the designated management representative for approval. Advance applications for vacation time off for Period Two will open May 1st and close May 31st of the Vacation Year. The Company will consider those requests submitted in advance and subject to (6) below, approve the requests based on the seniority of those applicants. The Company will post the approved advance vacation schedule for Period Two on or before June 15th of the same Vacation Year.

(4) Thereafter, any employee wishing to schedule vacation time off for Period Two shall complete an application sheet and submit the completed sheet to the designated management representative for approval. Applications for vacation time off in Period Two submitted after the advance closing date of May 31st shall be considered on a first come first serve basis. The Company will make every reasonable effort to 'action' the employee's application within fourteen (14) calendar days following receipt of the application.

(5) The Company shall update the vacation schedule monthly as employees' requests for vacation time off are granted by the Company.

(6) Where, consistent with 16:09, the Company must limit the number of employees off at any one time, and there are two (2) or more applications for the same time off from employees who are on the same shift or who occupy the same classification, the most senior employee(s) who have submitted applications in accordance with this section, will be granted their vacation request.

(7) Notwithstanding an employee's vacation application is approved and posted on the approved vacation schedule, where an employee subsequently applies for and is awarded a shift vacancy or job vacancy consistent with Article 7 and 17, and their approved vacation time off coincides with other employees' pre-approved vacation time off on the same shift and/or in the same classification, the Company will, consistent with 16:09, attempt to re-schedule the



vacation preferences of the employees affected so as to not affect the efficiency of the operations.

(8) In the event that no mutually agreeable resolution is possible as between the employees, the employee who has been awarded the shift vacancy/job vacancy shall be required to re-schedule his/her vacation preference for the period in question notwithstanding their seniority standing. Thereafter, the provisions of (1) through (7) above shall apply.

16:05 Where a Statutory Holiday to which an employee is entitled falls on a day within an employee's approved vacation period the employee will receive an additional day off with pay at their regular rate of pay to be scheduled at a time mutually convenient between the Company and the employee, but, in any event, not later than the employee's next annual vacation, or alternatively, will be paid for the Statutory Holiday in accordance with Article 19:06 of this Agreement.

16:06 Employees on approved unpaid leave of absence will have their vacation entitlement for the current vacation year adjusted on a pro-rata basis as a result of their absence (e.g. a three (3) month leave of absence results in a vacation entitlement of 9/12 of the employee's regular vacation entitlement on their return to regular employment).

16:07 Employees on annual vacation who are required to suspend their vacation as a result of a serious illness or disability may reschedule their unused vacation credits at some future mutually agreeable time within the vacation year.

16:08 An employee whose employment is terminated for any reason, shall be paid with their final pay any unused and accrued vacation entitlement.

16:09 The Company will attempt to grant the employees vacation at a time convenient to the employee, however, provided always that the efficiency of the operations will be constantly maintained The Company reserves the right to limit the number of employees who schedule vacation time off at any one time.

## **ARTICLE 17 -VACANCIES AND JOB POSTINGS**

For the purposes of this Agreement, ability is defined as competency/capability to perform the duties of the job; qualifications refers to training/experience to perform the duties of the job.

17:01 When the Company determines that a vacancy exists or, where the Company creates a new position within the bargaining unit, the Company shall post the vacancy. The posting period will be for a minimum seven (7) calendar days prior to filling of such vacancy.

17: 02

(a) Where possible, a candidate will be selected and the position awarded within five (5) calendar days of the expiry of the posting period

(b) An employee selected for or appointed to a vacancy in accordance with this Article may be required to undergo an evaluation period. The purpose of this evaluation period is to allow the Company to familiarize the employee with the requirements of the job and to determine if the employee is suitable for the job, and for the employee to determine if the job is suitable for him/her.

(c) The evaluation period shall not exceed two (2) months except by mutual agreement between the Company and the Union. It is agreed and understood that the Company may shorten the evaluation period and, subject to the agreement of the employee, the Company will confirm the employee in the position.

(d) It is agreed that during the evaluation period, the Company will conduct a minimum of three (3) periodic assessments with the employee. The assessments will review the employees' performance and will evaluate the employees' qualifications and ability.

(e) Where the employee demonstrates he/she does not have the qualifications and/or ability during the evaluation period, the employee will revert to his former position and classification and the employee will be provided reasons by the Company. In the event that, within the evaluation period the employee determines the job is not suitable for him/her, the employee will revert to their former position and classification.

(f) In the event an employee reverts to his/her original position as provided for in (e) above, the Company will reconsider applicants to the original position vacancy. Where no other applicant to the original vacancy is suitable, the Company may re post the vacancy in accordance with 17:01 above.

(g) At the conclusion of the evaluation period in (c) above, where the employee is confirmed in the position, the Company will, subject to the provisions of 17:01 above, post any subsequent vacancy.

17:03 For the purposes of this Article, jobs within the bargaining unit will not be deemed to be vacant where an employee is absent temporarily due to illness, occupational accident or approved leave of absence pursuant to Article 15:03, 15:04, 15:05, 15:06, 15:07.

17:04 Where the employee absence due to circumstances noted above continue or are expected to continue beyond a considerable period of time (thirty (30) days or more), the position may be posted and filled as a temporary position by the Company. Upon the employee's return to full, active work he/she shall regain their original position.

17:05 Where it is determined that an employee is unable or unwilling to return to his regular duties for a substantial period of time (three (3) months or more), the Company may post the position as a vacancy and fill the position in accordance with this Article.

17:06 In the event the vacancy as per 17:05 above is posted and awarded and, subsequently the original employee is found able to return to regular employment, they will be afforded the opportunity to displace the least senior employee in the position formerly held (provided they are capable of performing all of the duties of the position) or to assume the next vacancy for which they have the ability and qualifications.

17:07 For the purposes of filling of vacancies and job postings, seniority shall prevail where ability and qualifications are relatively equal.

17:08 An employee not actively at work may apply for a posted vacancy by applying in writing to management provided they will be capable of commencing the duties of the vacant position at a time acceptable by the Company.

17:09 The Company will provide to the Unit Chairperson a copy of any job postings as they are posted in the areas of the workplace. In addition, the Company will advise the Unit Chairperson in writing of the successful applicant for a job posting and will also advise the Unit Chairperson when an employee reverts to their previous position pursuant to Article 17:06.

#### **ARTICLE 18 -LAY-OFF AND RECALL**

18:01 In the event that, in the opinion of the Company, a reduction in the regular work force is deemed necessary, a reduction in hours of work due to operational conditions, a total or partial shut-down due to emergency or force majeure shall not constitute a layoff or the purposes of this Article.

18:02 In the event that a reduction in the regular workforce is deemed necessary, the Company will first effect the layoff in the area or department of the Company where the lay-off is required. The Company will first lay-off the probationary employee(s) in the classification, then the employee(s) with the least seniority provided that the ability of the employees affected are equal.

18:03 A regular employee laid off or displaced through layoff will revert to their previously held job provided they have the Company seniority sufficient to displace an incumbent employee. Where the laid off/displaced employee does not possess the sufficient Company seniority to revert to their immediately previously held job, they may revert to a previously held job for which they possess the requisite Company seniority and qualifications.

18:04 The employee electing to displace into a position as in 18:03 will assume the duties and the classification wage rate of the position assumed

18:05 A regular employee who is laid off and who does not possess the requisite Company seniority, ability and qualifications to displace an incumbent employee will be afforded the option of accepting a lay-off or accepting severance pay in accordance with this Agreement. An employee accepting severance pay will be terminated for all purposes of this Agreement.

18:06 Seniority during lay-off will be retained as follows:

(a) Employees with less than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for three (3) months from the date of lay-off

(b) Employees with more than one (1) year continuous service shall retain seniority to a maximum of one (1) year.

18:07 An employee on lay-off shall be recalled to his former position at the time of layoff in order of seniority.

18:08 Employee(s) on lay-off may apply for and be considered for any position vacancies which may arise at the Company while on lay-off provided the employee has the requisite ability and qualification for the position.

18:09 A recall to work is effected by the Company advising the employee by telephone or by registered mail at the number or address on file with the Company of the date and the time that the employee is to be recalled to work. The responsibility to ensure that the telephone number and address on file with the Company is current and accurate is solely that of the employee.

18:10 An employee who fails to report for work when recalled from lay-off by reason that they were not reasonably available due to illness or disability shall bear the onus of satisfying the Company as to their illness or disability if so required

18:11 No new employees will be hired to a position or classification while employees with recall rights to that position are on lay-off

18:12 Employees in receipt of benefits coverage who are laid off and elect to be placed on the lay-off recall list will have their medical benefits coverage maintained for one (1) month following the date of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage provided by the Company during their recall period provided they pay to the Company monthly in advance the cost of the premiums for that coverage.

## ARTICLE 19 -STATUTORY HOLIDAYS

19:01 The following Statutory Holidays will be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Family Day (on date of proclamation by the BC Government)

19: 02

(a) An employee qualifies for payment of a Statutory Holiday if they have been on the payroll of the Company thirty (30) days prior to the holiday and have worked on ten (10) of the thirty (30) calendar days preceding the Statutory Holiday, including the scheduled shift immediately preceding and the scheduled shift immediately following the Statutory Holiday.

(b) An employee unable to work the scheduled shift immediately preceding the Statutory Holiday and/or the scheduled shift following the Statutory Holiday due to an authenticated disability or illness will not be disqualified for pay for the Statutory Holiday provided the employee provides a written note from an attending physician to that effect.

19:03 An employee who qualifies for payment for the Statutory Holiday above shall not receive pay for the holiday if they are scheduled to work the Statutory Holiday and fail to do so, subject to just and reasonable cause.

19:04 In calculating days worked for the purposes of qualifying pursuant to 19:02, the following will be deemed as days worked:

- (a) regular scheduled shift;
- (b) on approved Workers' Compensation Board wage loss benefits;
- (c) approved vacation leave;
- (d) approved leave of absence with pay;
- (e) Company sponsored training days.

19:05 In the event that a Statutory Holiday falls on an employee's scheduled day off, and the employee would otherwise qualify for payment of the Statutory Holiday subject to 19:02 above, the employee shall receive another day off with pay at a time to be scheduled by agreement with the employee and the Company but in any event not later than the employee's next annual vacation.

19:06 Employees who qualify for payment for the Statutory Holiday shall be paid their regular rate of pay for the day for the hours that they would normally be scheduled but for the Statutory Holiday.

19:07 Payment for time worked on a Statutory Holiday for those employees who qualify pursuant to 19:02 above shall be their regular rate of pay for their position and scheduled shift and, in addition, they will be paid overtime rates for the hours worked on that day.

19:08 All Statutory Holidays will be observed on the day on which they fall unless another day is substituted by the Company.

19:09 Employees who are on unpaid leave of absence, layoff Wage Indemnity, Long Term Disability, W. C.B. wage loss benefits will not qualify for payment for Statutory Holidays that fall during their period of leave or disability.

#### ARTICLE 20 -SEVERANCE PAY

20:01 Throughout the term of this Agreement, full time employees who have completed a minimum of one (1) year's continuous employment and who are terminated for any reason except just cause, or subject to 20:04 below, will be entitled to severance pay, as follows:

(a) The amount of severance pay shall be two (2) weeks pay at the employee's regular rate of pay for those employees with a minimum of one (1) year employment.

(b) Thereafter, employees will receive one (1) additional week's pay for each year of continuous service to a maximum of ten (10) weeks pay.

20:02 Employees who are laid off and are subsequently placed on the recall list may elect at any time to receive severance pay. Employees who elect to receive severance pay will have no further rights under this Agreement.

20:03 Employees who are laid off and not recalled to work within their recall period will receive severance pay in accordance with this Article at the expiry of their recall period.

20:04 No severance pay will be paid where circumstances outlined in Article 10:07 (i), (ii), (iii), (iv), (v) occur.

20:05 Where an employee receives severance pay in accordance with this Article, they shall waive any right or entitlement under this Agreement.

#### ARTICLE 21-HEALTH AND WELFARE BENEFITS

21:01 The Company is responsible to obtain Plan(s) or Policies and maintain agreements during the life of this Agreement for the provision and administration of the following benefits for regular full time employees. For the purposes of this Article, regular full time employees shall be deemed to include employees who work an average of thirty (30) hours per week on an annual basis. The Company and the employees shall each maintain the cost of premiums for the benefits as follows:

The Company shall continue to remit the Company portion of the benefit premiums for any employee who qualifies for benefits and is off work and in receipt of benefits from the Plan due to an authenticated disability or in receipt of WCB wage loss benefits.

Year	Company	Employee
2012	90%	10%

Subject to the conditions of the Plan(s), the following benefits are provided:

- (a) Group Life Insurance, Accidental Death and Dismemberment:  
All Employees:  
\$25,000.00.

- (b) **Extended Health Benefit:**  
 Annual Deductible: Hospital Expenses - Nil  
 Other Expenses: \$25.00/single/\$25 family  
 Reimbursement: Hospital Expenses - 100%  
                   Other Expenses - 80%  
 Overall Maximum: \$1,000,000.00  
 Vision Care: \$250.00/24 months (effective June 15th 2009)  
 Medex: included.
- (c) **Wage Indemnity (Short term disability):**  
 Benefits Payable:  
 66 2/3% of weekly earnings to maximum of \$445.00  
 Elimination Period:  
 Accident:  
 Nil (Payable following) Three (3) days sickness  
 Payable to Maximum:  
 Seventeen (17) weeks
- (d) **Long Term Disability:**  
 66 2/3% of monthly earnings to a maximum benefit of \$2, 500.00  
 Elimination Period:  
 120 days - Payable up to age 65 (12 months own occupation)  
 Non-evidence limit:  
 \$2,500.00
- (e) **Dental:**  
 Annual Deductible- \$15 single/\$50 family  
 Elimination Period 12 months continuous service [All Company service  
 Including part-time service to be used in this calculation]  
 Orthodontic Plan (Children Only)  
   Maximum: \$1,500.00 Lifetime  
 Reimbursement:  
   Basic Services - 80%  
   Major Services: 50%
- Maximums: Basic and Major combined -\$1, 250.00/year  
 Treatment Plan Limit: \$300.00 - 2 year Survivor Benefit Included  
 Fee Guide: Current Fee Guide for General Practitioners in Province of Residence

21:02 Medical Services Plan (MSP) will be maintained by the Company for any regular, full time employee who completes the probation period and who elects such coverage. The Company will pay the cost of the premiums of MSP for each employee covered pursuant to this clause.

21:03 The Company will institute a 'joint contributory' R.R.SP. to those full-time employees with a minimum of one (1) year service with the Company. The Company will match employee contributions up to a maximum of 2% per month of gross wages to be contributed to a self-directed Group R.R.S.P. Contributions will be subject to a five (5) year lock-in provision.

The Company and the employees matching contribution shall be submitted on a monthly basis to the Plan.

Part-time Employees

Following completion of the probationary period part-time employees shall receive the following wage rate enhancements in lieu of any eligibility for Health and Welfare Benefits.

Single:	\$0. 10/hour for all hours worked
Married/Family:	\$0. 18/hour for all hours worked

## **ARTICLE 22 -GENERAL PROVISIONS**

22:01 The Company shall supply and maintain an adequate number of properly fitted uniform articles (ie. Shirts, blouses, sweaters, trousers, slacks, ties, tie pins, etc.) for each employee without charge to the employee The Parties agree that the cleaning of the uniform articles shall be the responsibility of the employee The Company agrees that each employee shall be reimbursed a sum of fifteen cents (\$0.15) per each hour worked for the cost of cleaning the uniform(s) provided.

22:02

a) Following the employee's anniversary date and each anniversary date of continuous employment thereafter, a regular employee shall become entitled to two (2) 'Personal days' with pay at his/her regular classification rate of pay. The 'Personal days' will be scheduled during the entitlement year between anniversary dates at a time mutually acceptable between the Company and the employee. There will be no carry-over of an unused 'Personal days' from one anniversary year to the next, or any pay out of an unused 'Personal days' except by agreement with the Company. Personal day(s) or Ranked Statutory Holiday Time' pursuant to LOU #5 may be used in the case of an absence due to illness or for other personal reason(s).

b) An employee wishing to designate a personal day or a banked Statutory Holiday day for an illness shall inform the Company in writing of his designation at the earliest opportunity and not later than 24 hours following the absence. The Company undertakes to process the request for the designation of any "personal day(s)" or "Banked Statutory Holiday Day(s)" to be used for illness or other personal reason as soon as is reasonably practicable.

22:03 Consultation Committee

The Parties agree to establish a consultation committee in accordance with Section 53 (2) and (4) of the Labour Relations Code of B. C. In addition, the Parties agree as follows:

(a) The Committee shall be comprised of a minimum of two (2) representatives as appointed or elected by the Union, and an equal number of representatives as appointed by the Company.

(b) The Committee shall endeavour to meet monthly and, in any event, at least at every second month at a time mutually agreed between the committee members.

(c) The Parties agree that the Committee does not have the authority or the power to bind either the Union or the Company to any decision or conclusion reached in its discussions but shall have the authority to make recommendations only to the Parties on any item considered by the Committee.

(d) The Parties agree that the Committee is not empowered to or intended to serve as a substitute for the grievance/arbitration procedure as set out at Article 11 of this Agreement, nor is the Committee empowered to interpret, alter or amend any provision of this Agreement.

(e) The Parties agree that any employee(s) appointed or elected by the Union to serve on the Committee are entitled to attend the meetings on a voluntary basis. Where the employees attend on a scheduled workday, they will suffer no loss of regular pay. Meetings will generally be scheduled during regular shift hours. No overtime pay will be payable as a result of the appointees' voluntary attendance at these meetings.

(f) A person so designated by the Committee will keep minutes. Such minutes will record the items discussed and the decisions or recommendations reached by the Committee. Copies of the minutes will be sent to the Union and the Company.

(g) The Committee members shall agree on and determine their own procedure for the conduct of the meetings.

### ARTICLE 23 -DURATION OF AGREEMENT

23:01 This Agreement shall be in effect from **March 24, 2020 to March 23, 2021** and from year to year thereafter unless the Union commences a lawful strike; or the Company commences a lawful lockout, or the Parties mutually agree to enter into a new or further Agreement.


23:02 Either Party may give notice to the other Party at any time within the four (4) months preceding the expiry of this Agreement to commence negotiations for a new or revised Agreement.


23:03 By agreement of the Parties hereto, the provisions of Subsection (2) and (3) of Section 50 of the Labour Relations Code of the Province of British Columbia is specifically excluded.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve 5319  
John 518  
\_\_\_\_\_



## SCHEDULE "A"

### WAGES AND CLASSIFICATIONS

<b>CLASSIFICATION</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Lot Foreman	\$19.50	\$20.00	\$20.52	\$21.05	\$21.60	\$21.60
Bus Driver	\$18.20	\$18.67	\$19.16	\$19.66	\$20.17	\$20.17
Relief Bus Driver	\$16.56	\$16.99	\$17.43	\$17.88	\$18.34	\$18.34
Cashier	\$16.38	\$16.81	\$17.25	\$17.70	\$18.16	\$18.16
Jockey	\$15.57	\$15.97	\$16.39	\$16.82	\$17.26	\$17.26
Car Wash	\$15.90	\$16.31	\$16.73	\$17.16	\$17.61	\$17.61
Customer Service	\$15.57	\$15.97	\$16.39	\$16.82	\$17.26	\$17.26

Probationary rate for employees shall be eighty percent (80%) of the Classification Rate for the first thirty (30) shifts worked and ninety percent (90%) of the Classification Rate for the balance of the probationary period.

### GRAVEYARD SHIFT DIFFERENTIAL

Employee(s) scheduled to work the graveyard shift (any shift commencing between the hours of 10:00 p.m. and 2:00 a.m. on any day) shall be paid an additional amount above their regular hourly rate for each hour worked as follows:

June 24th, 2015  
\$0.75

## APPENDIX "A"

### FLEXIBLE WORK SCHEDULE(S) OF ROTATING SHIFTS [APPLICABLE OVERTIME PAY (ARTICLE 8)]

Should any of the following work schedules be implemented pursuant to Article 7 (Days and Hours of Work) the Company and the Union agree that Article 8 (Overtime) shall be interpreted and applied consistent with Section 38 of the Employment Standards Act as follows:

Where employees work the following shifts, overtime shall be calculated and paid as follows:

#### 1. Schedule "A":

Up to six (6), 8.5 hour days per week to average 39.67 hours a week over a nine (9) week period. (6 on, 3 off).

-Daily overtime shall be paid at time and one-half (1 1/2X) after 8.5 hours per day and double time (2X) after ten (10) hours per day.

-Weekly overtime shall be paid at time and one-half (1 1/2X) after an average of 39.67 hours per week in a nine (9) week schedule and double time (2X) after an average of 47.67 hours per week in a nine (9) week schedule [EXCLUDING FROM THE CALCULATION DAILY OVERTIME].

#### 2. Schedule "B":

Up to four (4), ten (10) hour days per week to average thirty-five (35) hours a week over a six (6) week period (3 on - 3 off).

-Daily overtime shall be paid at time and one-half (1 1/2X) after ten (10) hours per day and double time (2X) after eleven (11) hours per day.

- Weekly overtime shall be paid at time and one-half (1 1/2X) after an average of thirty-five (35) hours per week and double time (2X) after an average of forty-three (43) hours per week in a 6 week schedule [EXCLUDING FROM THE CALCULATION DAILY OVERTIME].

#### 3. Schedule "C":

Up to four (4), ten (10) hour days per week to average thirty-five (35) hours a week over a four (4) week period (2 on, 2 off).

-Daily overtime shall be paid at time and one-half (1 1/2X) after ten (10) hours per day and double time (2X) after eleven (11) hours per day.

-Weekly overtime shall be paid at time and one-half (1 1/2X) after an average of thirty-five (35) hours per week and double time (2X) after an average of forty-three (43) hours per week in a 4 week schedule [EXCLUDING FROM THE CALCULATION DAILY OVERTIME].

#### 4. Schedule "D":

Up to four (4), ten (10) hour days per week to average thirty-five (35) hours a week over an eight (8) week period. (4 on - 4 off).

-Daily overtime shall be paid at time and one-half (1 1/2X) after ten (10) hours per day and double time (2X) after eleven (11) hours per day.

-Weekly overtime shall be paid at time and one-half (1 1/2X) after an average of thirty-five (35) hours per week and double time (2X) after an average of forty-three (43) hours per week in an 8 week schedule [EXCLUDING FROM THE CALCULATION DAILY OVERTIME].

#### 5. Schedule "E":

Up to four (4), eleven (11) hour days per week to average 38.5 hours a week over a six (6) week period (4 on, 4 off).

-Daily overtime shall be paid at double time (2X) after eleven (11) hours per day.

-Weekly overtime shall be paid at time and one-half (1 1/2X) after an average of 38.5 hours per week in a six (6) week schedule and double time (2X) after an average of 46.5 hours per week in a six (6) week schedule, [EXCLUDING FROM THE CALCULATION DAILY OVERTIME].

**GENERAL CORRESPONDENCE**

December 14, 1999

CAW Canada, Local 3000  
326 —12th Street, 2nd Floor  
New Westminster, B.C., V3M 4H6

Attention: Mr. Pete Smith, National Representative Dear Sir:

**Re: Protective Rain Wear**

Further to our discussions during collective bargaining regarding the above, please be advised that the Company will continue to supply protective rain wear for those employees who are required as part of their regular assigned duties, to work in inclement weather.

I trust this addresses your Committee's concerns on this matter.

Yours truly,  
**PACIFIC RIM INDUSTRIAL RELATIONS LTD.**

Grant Mebs  
President

January 13, 2009

CAW Canada, Local 3000  
326 —12th Street, 1st Floor New  
Westminster, B.C., V3M 4H6

Attention: Mr. Frank Sobczak, President

Dear Mr. Sobczak,

**Re: Posting of Weekly Work Schedule:**

Further to our discussions during collective bargaining, the Company is prepared to address the Union's concerns with respect to employees' knowledge of their work schedule for the coming week by posting two (2) copies of the weekly work schedule and providing the Union an additional copy as follows:

- 1) One (1) copy will be posted in the Dispatch office, and
- 2) One (1) copy will be posted in the employee's lunch room, and
- 3) One (1) additional copy will be provided to the Unit Chairperson.

Notwithstanding that the Company will post the weekly work schedule as noted above, it should be clearly understood that changes to the schedule (a routine and frequent occurrence) are made with the concurrence and control of the Shift Manager. The Company does not undertake to update the posted schedule in the employee's lunchroom. Any employee who wishes to view the 'current' schedule must take the responsibility to contact the Shift Manager to ensure that they are viewing the most current and amended schedule.

I trust that this accurately reflects our understanding.

Yours truly,  
PACIFIC RIM INDUSTRIAL RELATIONS LTD

Grant Mebs  
President

cc. Ole Pii, General Manger, Park' N Fly

**LETTER OF UNDERSTANDING #1**

**Re: Company procedure for call-in for illness or unscheduled absence(s) of employees who have been scheduled for a shift on any particular day is as follows:**

- (1) Employees scheduled to work on the same shift as the employee who is absent due to illness or other unscheduled absence, shall be given first opportunity, on the basis of Company seniority, to replace an absent employee in a higher classification provided they have the requisite ability and qualification(s).
- (2) Where an employee assumes the duties of the higher rated job classification for the shift (excluding Relief Bus Driver Classification), they shall be paid at the higher Classification rate for all hours spent at the higher rated job classification consistent with 14:06.
- (3) Following an employee assuming the higher rated job classification in accordance with (1) above, where the Company determines a work opportunity remains to be filled the Company will call in an employee from the part-time employee list on the basis of Company seniority provided they have the requisite qualifications, ability and availability.
- (4) Failing any part-time employee being available for the work opportunity listed in (3) above, the Company may call in a full time employee who is available for the work opportunity, provided always that the employee possesses the requisite qualification(s) and ability for the work to be performed.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION



LETTER OF UNDERSTANDING #2

During 2006 negotiations there was a great deal of discussion concerning management at Park 'N Fly doing bargaining unit work.

The Parties have agreed to the following:

- 1) The Company recognizes it is not the normal function of the managers to do bargaining unit work
- 2) The union recognizes that the customers must be served as expeditiously as possible for the betterment of the enterprise.
- 3) The Company does require the ability to have managers perform bargaining unit work from time to time where there is an unanticipated volume of business or other unanticipated circumstances (i.e. absenteeism, illness or *force majeure*).
- 4) This Letter of Understanding is a clarification of Article 2:04.
- 5) In the event a manager has been required to do bargaining unit work that exceeds the "time to time" limitation, the General Manager or Manager shall explain the circumstances to the Shop Steward on the same shift.
- 6) The General Manager will also continue to look for and/or improve existing procedures to limit the amount of time that management is spending doing bargaining unit work during the life of the Agreement and report to the Consultation Committee on what improvements can be made.
- 7) This Letter of Understanding does not distract in any way from the Letter of Understanding #1  
Re: Company procedures for call-in from illness.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION



**LETTER OF UNDERSTANDING #3**

December 13, 1999

CAW Canada, Local 3000  
326 —12th Street 2nd Floor  
New Westminster, B.C., V3M 4H6

Attention: Mr. Pete Smith, National Representative Dear Sir:

**Re: ARTICLE 7:03**

Where the Company has posted the work schedule in accordance with Article 7:02(b) and the posted starting and/or stopping time(s) are to be adjusted by the Company in accordance with Article 7:03, the Company undertakes that each employee, where shift is so affected, will be notified by a representative of the Company as soon as is reasonably practicable and, in no event, later than three (3) calendar days before the shift is to commence.

I trust this will resolve the Union's concerns regarding this issue.

Yours truly,  
PACIFIC RIM INDUSTRIAL RELATIONS LTD.

Grant Mebs  
President



**LETTER OF UNDERSTANDING #4  
RE: SCHEDULE OF HOURS FOR PART-TIME  
EMPLOYEES**

In order to schedule part-time employees consistent with Article 7:02 of the Collective Agreement recognizing the employees' desire for the work available, their availability for the work and to ensure that the Company is able to retain the appropriate number of part-time employees available for part-time work the Parties agree as follows:

1. A part-time employee shall be scheduled for part-time work in accordance with the following:

(a) within the classification, the Company must schedule part-time shifts available consistent with an employee's length of service, the availability of the employee(s) and the Collective Agreement at 7:02 (b), (c).

(b) part-time employees shall record their availability in writing with the Company. An employee shall advise the Company in writing of any changes to his/her regular availability not later than two (2) weeks prior to the shift schedule being posted. This does not preclude a part-time employee from registering his further availability by signing the 'on call' sheet for unscheduled part-time work.

2. Consistent with 7:02 (b), (c), the Company will endeavour to:

(a) first schedule the maximum number of part-time eight (8) hour shifts by length of service to the part-time employees in accordance with their recorded availability.

3. The Parties agree further that this Letter of Understanding will be in effect for the life of this Collective Agreement subject to the right of either Party to cancel subject to the following conditions:

(a) Only after a trial period of a minimum of the first six (6) months of the Collective Agreement (following ratification), the Company determines that this Letter of Understanding does not allow for the expeditious, orderly scheduling of part-time employees to cover for emergencies or other eventualities.

(b) During the same trial period of a minimum of six (6) months, the Union determines that this Agreement does not reflect the spirit and intent of this Letter of Agreement.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION



**Letter of Understanding # 5**  
**Banked Statutory Holiday Time (Revised)**

In order to facilitate the utilization by regular full-time employees of any banked Statutory Holiday time to be taken coincident with their regular scheduled days off and balance the customer requirement and the demands of the business, the Company is prepared to implement the following on a twenty-four (24) month trial basis following the date of the signing of this revised LOU. Where following the trial period the Company is satisfied that there are no adverse effects upon the customers or the business, the terms will continue for an additional two (2) year period whereupon, the Company shall reassess the benefits of continuing the LOU in its current form.

Should the Company determine that amendments are required for the benefit of the business, the Company shall provide the Union with written notice of its intention to revise the terms of the LOU. The Company and the Union shall meet in good faith and attempt to resolve any outstanding issues with respect to the LOU. If mutual agreement on any changes required by the Company cannot be reached within the thirty (30) day period the Letter of Understanding will end at that expiry of the thirty (30) day period.

The terms of the current LOU # 5 are hereby revised as follows:

- i. Notwithstanding the provisions of Article 19:07, a regular full-time employee shall, prior to December 31, of any calendar year, make an election in writing to the Company, designating whether, on working on a Statutory Holiday, they wish to bank the additional day provided as a result of working the Statutory Holiday.
- ii. Any "banked" days are to be taken at a time scheduled by agreement with the Company.
- iii. Time banked maximums for those employees working a scheduled shift of 5 on and 2 off shall be entitled to bank up to a maximum of 40 hours. For employees working any of the shifts listed in Appendix "A", their time bank shall be their "weekly" total (number of regularly scheduled shifts multiplied by the number of hours per shift). For example:
  - a. Schedule A - 6 on 3 off= 6 x 8.5 = 51 hours maximum bank
  - b. Schedule B - 3 on 3 off = 4 x 10 = 40 hours maximum bank
  - c. Schedule C - 2 on 2 off= 4 x 10 = 40 hours maximum bank
  - d. Schedule D - 4 on 4 off = 4 x 10 = 40 hours maximum bank
  - e. Schedule E - 4 on 4 off= 4 x 11 = 44 hours maximum bank
- iv. Effective the date of signing of this revised LOU, employees with time banks that currently exceed the above noted maximum caps will be scheduled days off so that those banked days in excess of the maximum cap shall be reduced to the maximum level allowed pursuant to this LOU within the term of this LOU (i.e. within twenty-four months from the date of this LOU).
- v. Banked day(s) may be scheduled to coincide with the employee's regular days off (excluding vacation days scheduled pursuant to Article 16).

- vi. Employees are encouraged to schedule multiple banked days in succession between July 1st and August 31st of any calendar year and between December 1st and December 15th of any calendar year.
- vii. Single banked days may be scheduled with the Company anytime throughout the year.
- viii. Employees wishing to extend their Annual Vacations taken during the period of July 1st to August 31st may request their banked days be scheduled in conjunction with their Annual Vacation to extend their Annual Vacation time up to a maximum of one (1) additional week.
- ix. All requests for time off shall be submitted consistent with the provisions of the Collective Agreement.
- x. Employees wishing to cancel their written declaration, or employees seeking to make a written declaration to bank the Statutory Holiday, shall be entitled to do so on an annual basis during the month of December. Where an employee elects to cancel their declaration, they shall exhaust their bank of time off within a reasonable period as agreed by the Company or, alternatively, the Company may pay out their banked time at the rate the time was earned.
- xi. An employee having made a declaration to bank the additional day, and who is scheduled for and works on any designated Statutory Holiday pursuant to 19:01, will be paid overtime rates for all hours worked on the Statutory Holiday level allowed pursuant to this LOU within the term of this LOU (i.e. within twenty-four months from the date of this LOU).
- xii. Banked day(s) may be scheduled to coincide with the employee's regular days off (excluding vacation days scheduled pursuant to Article 16).
- xiii. Employees are encouraged to schedule multiple banked days in succession between July 1st and August 31st of any calendar year and between December 1st and December 15th of any calendar year.
- xiv. Single banked days may be scheduled with the Company anytime throughout the year.
- xv. Employees wishing to extend their Annual Vacations taken during the period of July 1st to August 31st may request their banked days be scheduled in conjunction with their Annual Vacation to extend their Annual Vacation time up to a maximum of one (1) additional week.
- xvi. All requests for time off shall be submitted consistent with the provisions of the Collective Agreement.
- xvii. Employees wishing to cancel their written declaration, or employees seeking to make a written declaration to bank the Statutory Holiday, shall be entitled to do so on an annual basis during the month of December. Where an employee elects to cancel their declaration, they shall exhaust their bank of time off within a reasonable period as agreed by the Company or, alternatively, the Company may pay out their banked time at the rate the time was earned.
- xviii. An employee having made a declaration to bank the additional day, and who is scheduled for and works on any designated Statutory Holiday pursuant to 19:01, will be paid overtime rates for all hours worked on the Statutory Holiday.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by several loops and a long horizontal stroke, positioned above a thin horizontal line.

FOR THE UNION

A handwritten signature in black ink, appearing to be 'C. J. Finn' with a stylized flourish, positioned above a thin horizontal line.

LETTER OF UNDERSTANDING #6

Re: Minimizing Occasions for Management Performing Bargaining Unit Work

Further to 'Letter of Understanding #2' dated April 7, 2006, the Company undertakes to do the following:

- a) Recognizing that it is appropriate to ensure that there is adequate numbers of capable, trained and qualified employees available, and to minimize the frequency whereby Management is required to perform bargaining unit work the Company will, where demonstrated need exists, post for and schedule 'Cross-Training' sessions to enable employees to maximize their skills, competencies and qualifications and to enable the company to assigned 'Cross-Trained' employees to perform various work assignments in various classifications. The assignment of 'Cross-Trained' employees by the Company to work in different classifications will be required during periods of unanticipated congestion and to prevent customer service failures.
- b) Where employee(s) elect to undergo 'Cross-Training' for work in the classifications as noted below, the Company shall, following successful training, certify those employee(s) deemed capable and qualified to perform the various work assignments of the differing classifications.
- c) The Company will, on a quarterly basis, provide the Union with a listing of the employees and their current classification together with their 'Cross-Trained' certifications.
- d) The Company may require employee(s) to obtain 'Cross-Trained' certification in any of the following Classifications:
  - Jockey
  - Cashier
  - Bus Driver
  - Lot Foreman
- e) For greater clarity, employees who are 'Cross-Trained' and certified as being capable and qualified in any classification and who are readily available for assignment as required, shall be deployed prior to any management employee performing bargaining unit work.
- f) Employees performing work in a classification with a higher hourly rate of pay, shall be paid in accordance with Article 14:06.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION



**LETTER OF UNDERSTANDING RE: GROUP RRSP/PENSION PLAN**

The Parties agree to the following Letter of Understanding.

During Collective Bargaining the Company announced that they proposed standardizing a 'Retirement Savings Plan' for the hourly employees across Canada. The full-time employees in Vancouver are currently entitled to a joint 2% joint matching Group RRSP Plan following a one (1) year service eligibility criteria. The Company is proposing the Vancouver employees become part of the Canada wide Company Pension Plan.

It is agreed that insufficient information has been available for the Union bargaining committee to determine the value or the detriment to those of its members who are currently members of the Group RRSP who may be affected by a switch from the current Group RRSP to the Pension Plan, or to make any informed recommendation to the bargaining unit employees affected.

Therefore, it is agreed that within six (6) months from ratification, the Company will make available an information session on the differences between the Group RRSP and the proposed Pension Plan to allow all eligible employees the opportunity to participate and learn the effects of transitioning from the current RRSP to the Pension Plan.

At the conclusion of the sessions, the Union will coordinate a vote of the employees affected and where the decision is to transition to the Pension Plan, the Company will make the necessary arrangements for the transition. Should the employees affected vote to retain the current Group RRSP, there shall be no change to the provision of Article 21:03 for the duration of the Agreement.

At the conclusion of the vote, this Letter of Understanding will have no further force and effect unless the Parties agree otherwise.

DATED THIS 24<sup>th</sup> DAY OF August, 2020.

FOR THE COMPANY

FOR THE UNION

