

**FIRST COLLECTIVE AGREEMENT**

**between**

**SOUTHERN CROSS HOLDINGS LTD.  
(the “Employer”)**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1004  
(the “Union”)**



**Effective from November 6, 2017 to November 5, 2021**

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***Whereas the Employer is an employer within the meaning of the Labour Relations Code of British Columbia, and the Union is the bargaining authority for:***

***Employees at and from #205, 19237 – 122A Avenue, Pitt Meadows, BC.***

***THIS AGREEMENT will constitute the wages and working conditions of the employees so certified.***

## **ARTICLE 1 - TERM**

### **1.1 Term**

This Agreement will be for a term of four (4) years with effect from November 6, 2017 to November 5, 2021, both dates inclusive. Unless otherwise noted, the terms and conditions of this Agreement shall take effect on the date of ratification.

### **1.2 Renewal of Agreement**

Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under *Section 46 of the Labour Relations Code*, this Agreement will continue in full force and effect, and neither party will make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of *Part 5 of the Labour Relations Code*; or
- (b) The Employer can lawfully lock out in accordance with the provisions of *Part 5 of the Labour Relations Code*; or
- (c) The parties will have concluded a renewal or revision of this Agreement or will have entered into a new Collective Agreement, whichever is the earliest.

### **1.3 Labour Relations Code Section 50**

It is understood and agreed between the Employer and the Union that the operation of *Subsections (2) and (3) of Section 50 of the Labour Relations Code* is hereby excluded from and will not be applicable to this Agreement.

## **ARTICLE 2 - UNION SECURITY**

### **2.1 Sole and Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agency for all its employees, except those excluded by the *Labour Relations Code of BC*.
- (b) The Employer will not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or working conditions of such employee(s).
- (c) All present employees who are now members of the Union will remain members of the Union.
- (d) All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that

no employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

(e) All employees covered by the Union Certificate of Bargaining Authority and all Union members acting in exempt positions will pay to the Union an amount equal to the Union's dues and any assessments as are levied by the Union in accordance with its Constitution and Bylaws, such payment to be made by payroll deduction.

(f) The Employer will deduct such amounts from each employee's bi-weekly pay cheque and will forward same to the Secretary Treasurer of the Union, no later than the 15th day of the following month, together with a list of those employees from whom deductions were made.

(g) The Employer will show the total amount of Union dues and levies deducted on the employees' T4 slips.

(h) The deduction will be back-dated to the date the employee commences work provided the employee is still in the employ of the Employer on the final day of the first pay period. Where appropriate, the first deduction will be prorated and deductions for all subsequent pay periods will be made provided an employee works any part of the pay period.

## **2.2 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

## **2.3 Crossing of Picket Lines During Strike**

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

## **2.4 Technological Change**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, the Employer will provide the Union with as much advance notice as possible, with a minimum amount of notice given in accordance with section 54 of the Labour Relations Code.

# **ARTICLE 3 - MANAGEMENT RIGHTS**

## **3.1 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, provided such direction is not arbitrary, discriminatory or exercised in bad faith, and always subject to the terms of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the right of the Employer to:

(a) Operate and manage its affairs in as efficient and economic a manner as it deems fit;

- (b) Manage the enterprise, including the scheduling and assignment of work, and the control and allocation of resources and equipment;
- (c) Hire, direct, promote, demote, transfer, layoff, and recall employees;
- (d) Establish reasonable qualifications and performance expectations for positions covered by this Agreement, and implement fair and reasonable methods for assessing qualifications and performance;
- (e) Suspend, discharge or otherwise discipline non-probationary employees for just cause;
- (f) Determine the nature and kind of business to be conducted by the Employer, the services to be rendered and the method by which such services will be rendered;
- (g) Identify the need for training, including recurrent training, and to assign such training to employees fairly, and in accordance with operational requirements.
- (h) Make, enforce and alter from time to time, clearly communicated reasonable rules, regulations, policies and procedures to be observed by employees.

### **3.2 Management Function and Employer Obligations**

The Parties agree that the foregoing enumeration of management's rights will not be deemed to exclude the recognized management functions of the Employer not specifically covered by this Agreement. The parties further agree that the function of management rights in this Article does not relieve the Employer of its obligations arising out of any other provision of this Agreement, or limit the rights of the Union or employees arising out of any other provision of this Agreement.

### **3.3 Grievance Procedure**

The question of whether any of the Employer's management's rights are limited by this Agreement will be decided through the Grievance Procedure.

## **ARTICLE 4 - LABOUR MANAGEMENT RELATIONS**

### **4.1 Job Stewards**

The Employer agrees to recognize Job Steward(s) as the employee's representative(s) and will accord a hearing on Employer time to the Steward(s) for the settlement of disputes and grievances.

The duties of Job Stewards include, but are not limited to, the following:

- (a) To bring concerns directly to management.
- (b) Investigating complaints of an urgent matter.
- (c) Investigating grievances.
- (d) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure.
- (e) Supervising ballot boxes and other related functions during ratification votes.
- (f) Attending meetings called by Management.
- (g) Accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated.

- (h) Meeting with new employees as a group during the Orientation Program.
- (i) Acting as appointees to the Labour Management Committee.

A representative of the Union will be permitted to enter any work site controlled by the Employer in the interest of the employees covered by this Agreement and the Employer will cooperate with the Union when a representative of the Union seeks access to a worksite not controlled by the Employer.

For situations that request Job Stewards to leave their worksite, the Steward will contact their Supervisor or Manager for authorization to leave their worksite to perform their duties as a Steward. Such authorization shall not be unreasonably denied. The Employer shall be advised of the approximate duration of absence and notified upon the Steward's return to their regular work duties.

#### **4.2 Access to Documents**

In the event of a complaint respecting an employee's pay, a representative of the Union will have access to work schedules and/or pay records.

#### **4.3 Collective Bargaining**

Up to two (2) bargaining unit representatives may be appointed to the Union's collective bargaining committee, without loss of pay or benefits. The parties will schedule a combination of afternoon, evening and weekend negotiation meetings, so as to minimize operational disruption. When afternoon negotiation meetings are scheduled, the Employer shall permit the appointed bargaining unit representatives to end their shifts up to two (2) hours early, without loss of pay. The parties will rotate the bargaining locations between sites selected by the Employer and the Union.

#### **4.4 Union Orientation**

The Union President or designate will be given thirty (30) minutes to provide newly hired employees a Union orientation. This orientation will take place during the initial training block when the newly hired employees are receiving their initial training and orientation from the Employer.

#### **4.5 Workplace Surveillance**

The Parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee safety. Surveillance equipment will not normally be used for the purpose of regular monitoring of employees in the workplace. The parties recognize that the Employer is not responsible for surveillance equipment that might be in place at worksites that the Employer does not operate or control.

#### **4.6 Labour Management Committee**

The Employer and the Union agree that a Labour Management Committee will meet at the call of either party, to seek solutions to workplace concerns, including Occupational Health and Safety matters and training initiatives. Employees elected or selected by the Union may attend with no loss of pay, accompanied by Union Officers, a CUPE 1004 Business Agent, or CUPE National Representative. The parties will make reasonable efforts to ensure such meetings are scheduled to minimize operational impact

**ARTICLE 5 - WAGES & PREMIUMS**

The wages of the employees covered by this Agreement will be paid bi-weekly (26 pay periods per year).

**5.1 Wage Schedule**

Classification	Step	At Ratification 2018	Effective Nov. 6, 2018	Effective Nov. 6, 2019	Effective Nov. 6, 2020
Materials Ban Inspector	Step 1 (< 1 yr.)	All employees: current rate + 25¢ / hr.	\$ 20.50	\$ 20.75	\$ 21.00
	Step 2 (> 1 yr.)		22.50	22.75	23.00
	Step 3 (> 12 yrs.)		24.50	24.75	25.00
*Brian Ellis will be placed at \$21.50 on July 24, 2018 and at \$22.50 on November 6, 2018.					

**5.2 Shift Premiums**

Employees will be paid a shift premium of one dollar and twenty-five (\$1.25) per hour for all regular hours worked on Saturdays, Sundays and hours worked after 6:00 pm on weekdays.

**5.3 Compensation for Training or Instruction**

Employees designated as trainers or instructors by the Employer will receive a premium of one dollar and twenty-five cents (\$1.25) per hour above their regular rate while training or instructing.

**5.4 Payment for Courses**

The Employer agrees to pay all wages and costs of any upgrading or courses that are required by the Employer to be taken by any employee.

In addition, employees will receive pay for any lost wages.

**ARTICLE 6 - HOURS OF WORK**

**6.1 Definitions**

- (a) "Regular Full-Time Employee" shall mean employees who are regularly scheduled to work a full forty (40) hour, five (5) day work week, Sunday through Saturday.
- (b) "Regular Part-Time Employees" shall mean employees who are regularly scheduled to work less than forty (40) hours per week.
- (c) "Day" shall mean calendar day unless specifically noted otherwise.
- (d) "Work Week" shall mean any five day period from Sunday through Saturday.

**6.2 Work Schedules**

- (a) The Employer agrees to post schedules for regular full-time and regular part-time employees, showing their scheduled days of work and work locations, and such schedules shall be posted at least seven (7) days in advance of the effective date of the schedule.
- (b) All schedules shall provide employees with two (2) consecutive days off.
- (c) Changes to the posted work schedule may only be made for bona fide operational requirements, and employees will be provided with as much notice as possible.



- (d) If an employee reports for work as scheduled but no work is available, the employee shall be paid two (2) hours' pay. If an employee commences work, the employee shall be paid a minimum of four (4) hours' pay. In circumstances where work is not available at the worksite to which the employee has reported, the Employer reserves the right to re-assign an employee to another location where work is available.
- (e) Regular hours of work shall be scheduled between 5:30 am and 6:00 pm.
- (f) The Employer will schedule Saturday and Sunday work, when required by Metro Vancouver, by calling for volunteers on the basis of seniority and, if necessary, by assigning by reverse seniority.
- (g) The Employer will give employees as much notice as reasonably possible prior to scheduling Saturday and Sunday work, and indicate the expected duration of such work.

### 6.3 Rest Periods

Rest periods with and without pay will be based on the following:

- (a) All shifts consisting of five (5) hours or less shall receive a fifteen (15) minute paid rest period.
- (b) All shifts consisting of more than five (5) and up to six (6) hours shall receive a thirty (30) minute unpaid lunch period.
- (c) All shifts consisting of more than six (6) and up to eight (8) hours shall receive a thirty (30) minute unpaid lunch period and a fifteen (15) minute paid rest period.
- (d) All shifts consisting of eight (8) hours or more shall receive a fifteen (15) minute paid rest period in the forenoon, a fifteen (15) minute paid rest period in the afternoon and a thirty (30) minute unpaid lunch period. Employees working shifts of eight (8) hours or more may choose to combine or apportion their rest periods as they may wish, provided that all operational requirements are met and that no rest period is taken in the first or last hour of their shift.

*Note: Unpaid lunch periods are to be taken in addition to an employee's scheduled hours of work. For example, an employee working an eight (8) hour shift, from 6:00 am to 2:30 pm, would be paid for eight (8) hours, accounting for two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period.*

## ARTICLE 7 - OVERTIME

### 7.1 Overtime

- (a) Employees shall be paid at a rate of one and one-half times (1.5x) their regular wage rate after eight (8) hours worked in a day or forty (40) hours worked in a week.
- (b) Employees shall be paid at a rate of two times (2x) their regular wage rate after twelve (12) hours worked in a day.
- (c) For the purpose of calculating weekly overtime under Article 7.1(a), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- (d) All overtime hours must be expressly authorized by the Employer in advance. Where circumstances beyond the employee's control required that the employee work overtime and the employee made a reasonable effort to obtain advance authorization from the Employer but was unable to do so, payment for such overtime hours will not be unreasonably denied. In no

circumstances shall any employee work in excess of thirty (30) minutes of overtime without express authorization from the Employer.

(e) When the need for overtime is known by the Employer in advance, the Employer will schedule the required overtime hours in accordance with seniority.

## ARTICLE 8 - EMPLOYEE BENEFITS

Employees' benefits shall include the following:

### 8.1 Medical Services Plan

All Regular Full-Time Employees who have completed four (4) calendar months or seven hundred (700) work hours of employment continuous service shall be entitled to individual coverage under the Medical Services Plan established under the *Medical Services Act of British Columbia*. The Employer shall pay fifty percent (50%) of the premiums for individual MSP coverage.

### 8.2 Extended Health Care Plan

All Regular Full-Time Employees who have completed four (4) calendar months or seven hundred (700) work hours of employment continuous service shall be entitled to individual coverage under the Extended Health Care Plan the Employer shall pay fifty percent (50%) of the premiums for individual coverage. The Employer shall also make family coverage available under the applicable plan(s), but any additional premiums for family coverage shall be paid by the employee alone.

### 8.3 Dental Services Plan

All Regular Full-Time Employees who have completed four (4) calendar months or 700 work hours of employment continuous service shall be entitled to individual coverage under the Dental Services Plan. The Employer shall pay fifty (50%) percent of the premiums for individual coverage. The current plan will be amended to include an annual maximum of \$2000 per year per enrollee. The Employer shall also make family coverage available under the applicable plan(s), but any additional premiums for family coverage shall be paid by the employee alone.

### 8.4 Group Life Insurance

All Regular Full-Time Employees who have completed four (4) calendar months or seven hundred (700) work hours of employment continuous service shall be entitled to Group Life Insurance. The Employer shall pay fifty percent (50%) of the premiums for individual coverage.

### 8.5 Maintenance of Benefits

The Employer will periodically review the employee benefits plans with the intent of ensuring that the benefit plans coverage do not become substandard and continue to meet the needs of the employees without incurring significant premium increases for the employer and employees, and share the results of the review with the Union. The Employer reserves the right to change benefits plan carriers, subject to the agreement of the Union, which shall not be unreasonably withheld, and provided that a change in carrier does not result in any material decrease in coverage.

### 8.6 Paid Sick Leave

All Regular Full-Time Employees will be entitled to sixteen (16) working hours of paid sick leave each calendar year. Such leave cannot be carried forward to subsequent years, but shall be renewed [to sixteen (16) working hours] on January 1st of each calendar year.

For clarity, upon ratification of this Collective Agreement, all Regular Full-Time Employees will be entitled to sixteen (16) working hours of paid sick leave for 2018.

## ARTICLE 9 - LEAVES

### 9.1 Pregnancy / Parental / Adoption Leave

Leave shall be granted in accordance with the *British Columbia Employment Standards Act* and Employment Insurance rules. The terms of this Agreement, including entitlement to benefits and seniority, shall continue to apply during the period of the employee's leave. Employees may prepay benefits as required.

### 9.2 Other Statutory Leaves

Under no circumstance, will an employee be denied leave to which they are entitled under the *British Columbia Employment Standards Act*.

### 9.3 Family Illness Leave

Employees will be eligible to utilize up to five (5) unpaid days per year to attend to the care of a parent, spouse or child living in the same household as the employee, which illness makes it impossible for the employee to attend work as scheduled.

### 9.4 Absence from Duty of Union Officials

The Employer will grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least ten (10) days prior to the beginning of the leave. The Employer will consider such leave requests when they are received with less than the required notice. Where concerns with respect to such leaves arise, the parties will work cooperatively to minimize operational impacts and to facilitate employee participation in Union activities.

### 9.5 Seniority and Benefits on Union Leave

Leaves granted under Article 9.4 will not constitute a break in seniority. With respect to any leave of absence granted without pay, the Employer will continue to pay each representative's regular wage or salary and will render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for any and all benefits. The Union will reimburse the Employer to the amount of the account rendered within sixty (60) days.

### 9.6 Unpaid Leave of Absence

- (a) Employees seeking an unpaid leave of absence must apply in writing to the Employer
- (b) The Employer will not unreasonably deny such applications.
- (c) If such request is denied, the Employer will notify the affected employee in writing, stating the reasons for the denial.
- (d) Seniority will not accrue for periods of unpaid leave in excess of one (1) year.
- (e) To the extent that an Employee is entitled to any benefits coverage under this Agreement and the employee wishes to have such benefit coverage maintained as a package during an unpaid leave of absence taken in accordance with this Article, the employee will pay the Employer for the cost of all of the benefits coverage in advance, and the Employer will maintain all of the benefits coverage.

(f) Employees seeking an unpaid leave of absence for the purpose of participating as a candidate in elections for Federal, Provincial or Municipal office, or elections to any federally recognized Indigenous governing bodies, including but not limited to First Nations Band Councils, Indigenous Governments or Self-governments will be granted an unpaid leave of absence provided that they apply in writing at least one (1) month prior to the commencement of the leave. If an employee is elected to full-time office they will be granted another leave of absence.

### 9.7 Vacation Leave

(a) Employees will receive annual vacation and vacation pay upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

(1) zero (0) to one (1) year of service: vacation pay in the amount of four percent (4%) of gross earnings;

(2) after one (1) years' service: two (2) weeks' vacation and vacation pay in the amount of four percent (4%) of gross earnings; and

(3) after five (5) years' service: three (3) weeks' vacation and vacation pay in the amount of six percent (6%) of gross earnings.

(b) Employees currently entitled to vacation and vacation pay in excess of that set out above shall maintain their current entitlement.

(c) The Employer shall post blank vacation schedules by April 1st for the scheduling of vacation for the twelve (12) month period from July 1st through June 30th. Employees shall submit to the Employer their vacation preference by April 30th, with the requested vacation to be confirmed by the Employer no later than May 15th.

(d) Every reasonable attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where choices conflict and a compromise cannot be reached, seniority shall be the deciding factor for all vacation requests submitted before April 30th.

(e) Employees may submit vacation requests after the vacation schedule has been posted and such requests will be considered as follows:

(1) on a first come first served basis; seniority does not apply;

(2) does not conflict with the posted vacation schedule;

(3) subject to operational requirements.

### 9.8 Public Holidays

Provided an employee has worked at least fifteen (15) of the last thirty (30) days prior to the public holiday, employees are entitled to a holiday with pay on the following public holidays, namely:

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

and any other day proclaimed by government to be a civic holiday.

### **9.9 Working on a Statutory Holiday**

Employees who are required by the Employer to work on a Statutory Holiday are entitled to be paid one and one-half times (1½x) their regular rate, plus a day's Statutory Holiday pay. This will be paid out.

## **ARTICLE 10 - PROBATION**

Employees are considered to have probationary status from the first hour of employment to the earlier of continuous four (4) calendar months or seven hundred (700) work hours of employment.

While employees have probationary status pursuant to the provisions of this Article, they will have no rights based on seniority, but on the completion of the probationary period, seniority is based on total length of service. An employee found to be unsuitable during their probation period will not be retained in employment.

## **ARTICLE 11 - POSTING OF POSITIONS**

### **11.1 Promotions**

In considering applications for promotion to a posted position, the qualifications, experience, ability and efficiency of the applicants shall be the primary considerations. When the qualifications, experience, ability and skill of the applicants are relatively equal, the applicant from among such equal group with the most seniority shall be awarded the position.

### **11.2 Posting of Positions**

The Employer will prepare a notice of vacancy and circulate such notice by email to all employees for any vacant or newly-created position.

The notice period for such posting will be seven (7) days.

The Employer and the Union may mutually agree to exempt certain vacancies from these requirements for purposes of providing training opportunities for employees.

All notices of vacancies posted pursuant to this clause will contain the following information:

- (a) nature of position;
- (b) required qualifications, knowledge, education and skills;
- (c) wage rate; and
- (d) shifts (if any).

### **11.3 Classifications**

The Employer will maintain up to date job descriptions for all classifications.

When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the changes will be presented in writing to the Union and will become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) calendar days.

Where the Union objects, it will provide specific details of its objection, such as:

- (a) whether the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;

- (b) whether the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity and;
- (c) whether any qualifications established for the job are relevant.

The parties will meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party, may refer the matter to arbitration.

## **ARTICLE 12 - SENIORITY**

### **12.1 Definition**

Seniority is defined as the total length of each employee's service in the bargaining unit. Seniority will be used in determining transfers, promotions, demotions, offering additional work, prescheduled overtime, call-outs, layoffs, and permanent reductions in the workforce and recall of employees.

### **12.2 Seniority List**

The Employer will maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. An up-to-date Seniority List will be sent to the Union and posted at the workplace in June and January of each year.

### **12.3 Loss of Seniority**

Loss of seniority and termination will result from the following:

- (a) discharge for just cause, unless reinstated;
- (b) the employee resigns in writing and does not withdraw within one (1) business day;
- (c) retirement;
- (d) continuous absence for three (3) days without permission unless employee was absent for reasons beyond their control; and
- (e) continuous layoff for a period exceeding two (2) years.

### **12.4 Layoffs**

In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three or more year's seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff will be in writing, with a copy to the Union. Employees, who are laid off and subsequently recalled within two (2) years, will be credited with previous seniority.

### **12.5 Order of Layoffs**

Employees will be laid off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

## 12.6 Recall

No new employees will be hired when Employees on are layoff. Employees on recall will be recalled for work in seniority order, provided they registered with the Employer for available work and have provided a current contact number or email address.

## ARTICLE 13 - GRIEVANCE PROCEDURE

For the purpose of this Article, "Officer" will include any elected Officer of the Local Union, Business Agent, CUPE National Representative or Job Steward recognized by the Local Union.

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the *Labour Relations Code* will without stoppage of work, be the subject of collective bargaining between the Union and the Employer and will be finally and conclusively settled under and by the following procedure:

### 13.1 Step One

The employee, accompanied by their Job Steward or Officer, may within ten (10) working days of the circumstance(s) giving rise to the grievance, take up the grievance with the front-line supervisor or designate. The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the first (1st) step.

### 13.2 Step Two

If the grievance is unresolved at the first (1st) step, then within ten (10) working days of receipt of an answer then the grievance will be referred to the General Manager or designate (not to be the same designate as Step 1). The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the second (2nd) step.

### 13.3 Step Three

If the two (2) parties are unable to agree at the third (3rd) step, then within twenty (20) days of receipt of an answer, the Union will notify the Employer in writing of its intention to take the grievance to Arbitration.

### 13.4 Arbitration

Grievances which are not resolved at the third (3rd) stage may be submitted to a Single Arbitrator.

The parties of the Agreement will attempt to agree on naming the Single Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator will proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator will be final and binding on the parties and upon any employee affected by it.

Each party will pay one-half (½) of the fees and expenses of the Single Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

### 13.5 Time Limits

It is understood that any of the time limits referred to in Article 13 may be extended by mutual agreement between the Union and the Employer. Such mutual agreement will not be unreasonably withheld by either party.

### 13.6 Grievance Troubleshooter

As an alternative to Arbitration, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon grievance troubleshooter. The troubleshooter agreed to by the parties will:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within thirty (30) days of their receipt of the request.

The parties agree that the recommendation of the troubleshooter will be final and binding, unless otherwise agreed. Such recommendation is intended to be non-prejudicial and the parties will not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of BC.*, without the mutual consent of both parties.

Each party will pay its own expenses and one-half (½) of the compensation and expenses of the troubleshooter.

### 13.7 Wrongful Dismissal

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## ARTICLE 14 - GENERAL CONDITIONS

### 14.1 Workers' Accommodation

The Employer agrees that where possible all employees should have proper facilities for eating in cleanliness and comfort and for drying work clothes. The Employer agrees to cooperate with the Union in providing adequate and reasonable facilities and accommodation in this respect. The Parties recognize that the Employer is not responsible for facilities of this nature that may or may not be in place at worksites that the Employer does not operate or control.

### 14.2 Discipline and Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee will be given to the employee as soon as possible after it is recorded in the personnel file. The Employer will forward a copy of all disciplinary letters to the President of CUPE 1004.
- (b) An employee will be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee will be entitled to recourse through the grievance procedure.
- (c) An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Employer.



(d) If more than eighteen months has elapsed from the date a disciplinary letter was issued, such a letter or record of discipline will no longer form part of the employee's discipline record.

#### **14.3 Disabled Employees**

The Employer and Union agree to cooperate with each other in making every reasonable effort to provide opportunities for older employees or employees with disabilities to retain employment by accommodating such employees to the point of undue hardship, recognizing the Employer is not obliged to create work as part of the accommodation process.

#### **14.4 Union Representation at Discipline and Investigation Meetings**

Prior to any investigation or disciplinary meeting, the Employer will provide reasonable advance notice and general particulars of such meeting to the employee and the Union.

An employee has the right to have a Job Steward or other Union Representative (Union Officer, Business Agent or CUPE National Representative) present at any investigation or disciplinary meeting or in relation to any disciplinary action the Employer may take (warning, suspension, or termination).

This Article will not apply to workplace discussions that are of an operational nature, and which will not form part of the employee's disciplinary record.

#### **14.5 Human Rights**

The Employer and the Union agree that any form of discrimination, or personal, psychological or sexual harassment will not be tolerated in the workplace. The prohibited grounds of discrimination under the *BC Human Rights Code* are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (including gender identity or gender expression), sexual orientation, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.

#### **14.6 Employee Vehicle and Mileage**

(a) Where the Employer requires an employee to use their own vehicle while at work, mileage will be paid at the rate of \$0.52/km. Employees shall be required to choose the most effective travel routes available. This Article does not apply to an Employee's commute between their residence and their assigned worksite

(b) The Employer shall reimburse a deductible amount, up to \$300, charged to employee for vehicle insurance claims in relation to any motor vehicle insurance claim incurred in the course of performing work duties, provided the employee is not deemed to be at fault, in whole or in part, for the accident.

(c) Employees will be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all regular shifts at the Vancouver Landfill.

#### **14.7 Employee Equipment and Tools**

The Employer will provide any required employee equipment and tools, including protective equipment, cameras, or laptops when such equipment is deemed necessary by the Employer.

#### **14.8 Employee Work Clothes and Boots**

The Employer will provide all required work clothing, excluding work boots and raingear. Each employee shall be provided with up to one hundred dollars (\$100) per year for work boots, and up to sixty dollars (\$60) per year for raingear, provided that the employee actually incurs such expense and provides satisfactory proof of purchase.

**14.9 Job Sharing**

- (a) Employees may be eligible for job sharing subject to the mutual agreement of the parties, and
- (b) Both employees in the job share must possess the required qualifications, experience, ability, skills and efficiency required to perform the job in question, and
- (c) Both employees will prepare a proposed job share schedule as part of the application, and
- (d) Job Sharing applications will not be unreasonably denied by the Employer or the Union provided an acceptable schedule is developed, and
- (e) The Employer and the Union may cancel any particular job sharing arrangement upon two (2) weeks written notice to the applicable employees and the other party, and
- (f) The Job Share concludes once an incumbent Job Share partner is no longer employed the Employer.

Agreed in the City of Vancouver, BC, this 6 day of December, 2018.

**SIGNED ON BEHALF OF  
CUPE LOCAL 1004:**

  
\_\_\_\_\_  
Andrew Ledger, President

**SIGNED ON BEHALF OF  
SOUTHERN CROSS HOLDINGS LTD.**

  
\_\_\_\_\_  
Nicole Peers, Office Manager

  
\_\_\_\_\_  
Deane Hackett, Bargaining Committee Member

\_\_\_\_\_  
Mike McKinley, Bargaining Committee

**LETTER OF UNDERSTANDING #1****Re: Appropriate Automobile Insurance Coverage**

The Employer will provide written clarification as to requirements for Commercial or Business Insurance coverage for necessary business use of an employee's personal vehicle at a worksite and between worksites and the Employer's offices.

Where there is a difference between such Commercial or Business Insurance coverage costs in relation to basic coverage for to and from work travel, the Employer shall pay employees the difference on monthly or an annual basis (depending on the duration of the required coverage). The Employee shall be required to present confirmation of the additional cost from ICBC (or an ICBC Insurance Broker) for reimbursement.

The Employer may organize worksite assignments and required meetings to minimize its costs in relation to this Letter of Understanding.

**LETTER OF UNDERSTANDING #2****Re: Flexible Hours of Work**

1. Except as set out in this Letter of Understanding, employees shall attend work in accordance with the shifts scheduled by the Employer pursuant to Article 6 of the Collective Agreement.
2. Provided that daily and weekly operational requirements are met and on the condition that the employee obtains prior approval from the Employer, an employee may adjust their daily and/or weekly hours of work in accordance with the following requirements:
  - (a) Employees may work a “short day” of no less than four (4) hours on any regularly scheduled Day of work or, alternatively, an Employee may book off an entire regularly scheduled Day of work (eight (8) hours).
  - (b) Employees shall work no more than ten (10) hours on any regularly scheduled Day of work.
  - (c) Employees shall work no less than thirty-two (32) hours and no more than forty-eight (48) hours in any given Work Week, as defined by Article 6.1(d).
  - (d) A four (4) week averaging period (the “Averaging Period”) will be established for all employees and an employee’s weekly hours of work must average forty (40) hours in each four (4) week Averaging Period. The start and end dates for the Averaging Period will be the same for all employees.
  - (e) When an employee works a “short day” (i.e., less than their regularly scheduled 8-hour shift) or takes an entire day off during an Averaging Period, those hours must be “made up” on another regularly scheduled work day or days during the same Averaging Period. In exceptional circumstances, with the agreement of the Employer, such hours may be made up in a subsequent Averaging Period.
  - (f) An employee’s adjustment of hours must not result in a cumulative number of “short day” hours that exceeds eight (8) hours, or one full day off (eight (8) hours), in any Averaging Period – i.e., the total number of hours to be made up during any Averaging Period may not exceed eight (8) hours.
3. An employee’s request for prior approval from the Employer to adjust their daily/weekly hours will not be unreasonably denied. An employee must identify the specific daily hours they wish to reduce and the day(s) on which those hours will be made up.
4. When an employee adjusts their regularly scheduled hours to work in excess of eight (8) hours in a day or forty (40) hours in a week, they will be paid at straight time rates for all hours worked, except that if an employee is required to work excess of ten (10) hours in a day, or one hundred and sixty (160) hours in an Averaging Period, they will be paid at overtime rates in accordance with Article 7 for those required overtime hours.
5. Adjusted work schedules will not require employees to work excessive hours or hours detrimental to their health or safety.

**LETTER OF UNDERSTANDING #3****Re: Resolution of Outstanding Overtime, Statutory Holiday Pay, and Vacation Pay Claims**

The parties will work cooperatively to resolve outstanding Overtime, Statutory Holiday Pay, and Vacation Pay Claims for employees employed on the date of ratification.

The parties will share document and particulars in respect of such any claims before September 1, 2018. The claims will be resolved in accordance with the *Employment Standards Act*.

In the event the parties are unable to resolve such claims, either party may refer such claims to Mr. Mark Brown in accordance with Article 13.6, Grievance Troubleshooter.