

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KONICA MINOLTA BUSINESS  
SOLUTIONS CANADA**

**- and -**



**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

**Term: 1 April 2021 to 31 March 2024**

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**This Agreement made**

**Between**

**KONICA MINOLTA BUSINESS SOLUTIONS CANADA  
(hereinafter termed the "Employer")**

**PARTY OF THE FIRST PART**

**- and -**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378**

**(hereinafter termed the "Union")**

**PARTY OF THE SECOND PART**

**as evidenced by the signature(s) of their duly authorized representative(s)  
hereinafter affixed.**

## **ARTICLE 1 - GENERAL AGREEMENT**

### **1.01 Term of Agreement**

Witnesseth, that except as provided in Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Company and the Union for the period commencing 1 April 2021 and ending 31 March 2024 thereafter until terminated as follows:

### **1.02 Notice to Bargain**

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice require the other Party to commence collective bargaining.

### **1.03 Agreement During Bargaining**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining, and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike, or a legal lockout, as the case may be.

#### **1.04 Change In Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

#### **1.05 Letters of Agreement**

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.

#### **1.06 No Other Agreement**

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this Agreement.

#### **1.07 Definition of Days and Weeks**

All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in the Agreement.

#### **1.08 Intent**

It is the intent of the Parties through this Agreement to:

- a) establish and maintain harmonious relations and orderly collective bargaining procedures between the Employer and it's Employees represented by the Union;
- b) establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- c) provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;

### **ARTICLE 2 - INTERPRETATION**

#### **2.01 Interpretation**

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Dominion of Canada.

#### **2.02 Common Meaning**

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

### **2.03 Headings**

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

### **2.04 Branch**

The location into which the employee normally reports for work.

### **2.05 Incorporated Documents**

All appendices to this Agreement except Appendix "D". all benefit plans referred to herein, and all letters or memoranda of agreement or understanding and/or any similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein writing, and shall so apply.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 Management Rights**

- a) The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Union acknowledges that the management and direction of the employees is retained by the Employer.
- b) The Employer shall have the right to make, alter and eliminate from time to time, procedures, policies, rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement. The Employer shall forward a copy of all procedures, policies, rules, regulations and any amendments to the Union.
- c) Where a procedure, policy, rule or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

## **ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION**

### **4.01 Union Recognition and Bargaining Unit Description**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of **Konica Minolta Business Solutions Canada**, as described in a Certification issued to the Union on the 22nd December 1994 (or as may be amended from time to time by the **Labour Relations Board of British Columbia**) and which are strictly those Employees previously located at the former Richmond Facility and 721 2<sup>nd</sup>

Avenue, Prince George, except sales staff and those persons expressly excluded by the Labour Relations Board of British Columbia or by agreement of the Parties.

#### **4.02 Application of Agreement**

- a) Where the Employer establishes a new position and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Collective Agreement.
- b) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such Employees are required to perform their work functions anywhere within the province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

### **ARTICLE 5 - UNION REPRESENTATION**

#### **5.01 Union Representatives**

- a) The Employer recognizes the Union's right to select Job Stewards to represent employees in matters pertaining to this Agreement. The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographic considerations;
- b) The Union agrees to provide the Employer with a list of the employees designated as Job Stewards and to notify the Employer immediately in writing of any changes in the designation;
- c) The Job Stewards will obtain the permission of their immediate Supervisor before conducting the duties of a Steward as outlined in 5.02, below. Permission to perform duties during working hours as a Job Steward will be mutually agreed to with the Employee's Supervisor and such permission will not be unreasonably withheld.

#### **5.02 Leave Of Absence for Union Business (without loss of pay)**

Leave of absence with pay and no loss of seniority for a designated Job Steward to:

- a) investigate complaints;
- b) investigate grievances and attend grievance meetings;
- c) supervise during ratification votes;
- d) attend meetings called by management;
- e) distribute bulletins and surveys.

### **5.03 Time Off work for Other Union Business (unpaid)**

The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councillors, Bargaining Committee Members and Arbitration Hearings or other Union officials or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for Union Stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

### **5.04 Union Access**

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of meeting with the Employer concerning business related to the Union or Job Stewards and any specifically affected employees pertaining to a grievance or potential grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union representatives visiting the workplace or premises of the Employer shall not interfere in the work performed by Employees, without the express permission of management and such permission will not be unreasonably denied.

### **5.05 Union Representation (Discipline and Discharge)**

- a) Where a formal discipline meeting is to occur concerning any employee, the Employer shall advise the Union office in advance and a representative of the Union, other than the affected employee, must be present to attend and participate in such meeting. The employee may require the attendance of a representative of the Union; however an employee may not insist upon the attendance of any particular representative of the Union should this have the affect of unduly delaying the meeting.
- b) The Employer shall advise an employee in writing of any disciplinary action to be taken and the reasons in full for such action. The Employer shall also provide the Union with a copy of each such disciplinary notice.

## **5.06 Union Insignia**

A Union member shall have the right to wear a lapel pin and/or tie with the recognized insignia of the Union.

## **5.07 Bulletin Boards**

The Employer shall provide a bulletin board for the exclusive use of the Union at each workplace. Such bulletin boards shall be used by the Union to post official Union communications.

## **5.08 Negotiations**

Up to a maximum of two (2) Union members shall be entitled to a leave of absence for the purpose of conducting negotiations with the Employer. Such leave shall be without loss of wages, benefits and seniority.

## **5.09 No Discrimination for Union Activity**

There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

# **ARTICLE 6 - UNION MEMBERSHIP AND DUES**

## **6.01 Union Membership**

- a) The Employer agrees that all employees covered by this Agreement within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Employer, whichever event shall later occur, as a condition of continued employment with the Employer shall become and remain members of the Union.
- b) The Employer shall advise the Union of all newly hired employees within fifteen (15) calendar days of the date of their employment.

## **6.02 Union Dues Authorization**

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages substantially in the form prescribed in section 16(2) of the Labour Relations Code supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees or assessments payable to the Union in accordance with the Union Constitution and/or bylaws.

### **6.03 Union Dues and Assessments Deduction**

- a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union.
- b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union.
- c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) calendar days notice in advance of the implementation date of any change in deductions pursuant to this Article.
- d) The Union agrees to indemnify and save harmless the Employer for any claims made by any employee in connection with dues or assessments deducted and remitted to the Union at the direction of the Union, including any and all legal fees, costs, and administrative charges that may be incurred by the Employer as a result of complying with a direction issued by the Union to remit fees or assessments pursuant to this Article.

### **6.04 Remittance of Deductions**

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral Transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

Such information shall be supplied by the employer and in a form acceptable to the Parties.

## **6.05 Record of Union Deductions (T4 Slips)**

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1st of the succeeding calendar year.

## **6.06 Information for New Employees**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The Employer shall also provide the new Employee with a copy of the current Collective Agreement and advise the names and locations of their job stewards. The Union shall, on a gratis basis, provide the Employer with sufficient copies of the current Collective Agreement for this purpose. The Employer agrees that a Job Steward shall be given an opportunity to meet with new Employees within regular working hours, without loss of pay, for one (1) hour within the first thirty (30) days of employment for the purpose of acquainting the Employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union.

# **ARTICLE 7 - PERSONAL RIGHTS**

## **7.01 Legislation**

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

## **7.02 Non-Discrimination**

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, colour, ancestry, place of origin, age, sex, marital status, sexual orientation, gender identity or expression, family status, physical or mental disability, or because of the holding of office or any legal activity in the Union.

## **7.03 Personal/Sexual Harassment**

- a) The Employer and the Union recognize the right of all employees to work in an environment free from personal harassment, including sexual harassment. Accordingly, the harassment of any employee is prohibited.
- b) Personal harassment means a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome that disparages or causes humiliation to a person in relation to a prohibited ground of discrimination under the Human Rights Act of British Columbia.



- c) Sexual harassment includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a persons body; sexual solicitation or advance or sexual assault when
  - i) submission to such conduct is made either explicitly or implicitly a term or condition of employment,
  - ii) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting that employee.
  - iii) such conduct has the purpose or effect of unreasonably interfering with an individuals work performance and creating an intimidating, hostile or offensive working environment.
- d) The Employer will:
  - i) ensure all employees are informed of the policy on harassment including sexual harassment;
  - ii) upon becoming aware that harassment is occurring, deal with it in a prompt, conscientious and confidential manner, regardless of whether or not any complaint has been made.

#### **7.04 Complaints Procedure**

- a) An employee who believes they have a complaint of harassment and feels unable to resolve the matter directly may make a formal complaint to their immediate supervisor, or alternatively to the General manager or person designated by the General Manager to receive such complaints. The employee also may choose to advise their Job Steward of the complaint and the General Manager may wish to involve another manager. Before making a formal complaint the employee is encouraged to make a direct request to the alleged harasser that the behaviour or actions cease.
- b) The Employer will investigate the complaint promptly and thoroughly. The alleged offender is entitled to be given notice of the substance of the allegation and to fully respond to the allegations.
- c) Pending determination of the complaint the Employer may, after full consultation with the Union, take interim measures to separate the employees involved where deemed necessary by the Employer.
- d) Where the complaint is found to be warranted the Employer will take appropriate disciplinary action up to and including termination.

- e) Where the complaint is determined by the Employer to be of a frivolous; vindictive or vexatious nature, the Employer may take appropriate disciplinary action against the complainant up to and including termination.

### **7.05 Personal Duties**

The Parties agree that the employees shall not be required to perform any non-work related duties.

### **7.06 Electronic Monitoring And Surveillance**

Employees shall be made aware of any electronic monitoring used by the Employer as a means to monitor or evaluate the performance of individual Employees. It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production; however, electronic monitoring shall not be used as the sole means of evaluating individual work performance.

## **ARTICLE 8 - EMPLOYEE CATEGORIES**

### **8.01 Full-Time Regular Employees**

Full-Time Regular employees are employees engaged on an ongoing basis at 37 1/2 hours per week. Full-Time Regular employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically to Temporary or Part-Time Regular employees.

### **8.02 Part-Time Regular Employees**

Part-Time Regular employees are employees engaged on an ongoing basis for up to and including 30 hours per week except that Part-Time Regular employees hours may be extended temporarily to cover operational requirements of the business. Part-Time Regular employees will be covered by all the terms and conditions of this Agreement except as otherwise specifically stated in this Agreement. Benefit entitlements, vacation entitlement and vacation pay, based on hours worked, will be granted on a pro rata basis in proportion to hours worked to full-time hours except as otherwise specifically stated in this Agreement.

### **8.03 Temporary Employees**

Temporary employees are employees engaged on a full time or part time basis for a specific period or periods of work in connection with a specific project, projects, work overload, seasonal peaks or to relieve a permanent employee absent on any authorized leave of absence. Temporary employees may be hired for a maximum of one hundred and eighty (180) days. The Employer and the Union may mutually agree to an extension of not more than ninety (90) days. The Employer will forward to the Union the name, position and start date of all temporary employees within fifteen days of their commencement.

## **ARTICLE 9 - SENIORITY**

### **9.01 Definition of Seniority**

- (a) Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 10.

### **9.02 Calculation Of Seniority - General**

- (a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

- (b) Determining Seniority For Employees Hired On Same Day

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by their employee number. The lowest employee number is of the highest seniority.

- (c) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Paid Holidays; floating holidays; lieu days, banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 9.02(d) below.

- (d) Payment Of Union Dues To Preserve Seniority Accrual When Absent From Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority and employment shall be terminated.

### **9.03 Calculation Of Seniority - Full Time Regular Employees**

Full Time Regular Employees shall accrue seniority under this Agreement in accordance with Clause 9.02(a) above and all other applicable provisions of this Agreement.

### **9.04 Calculation Of Seniority - Full Time Temporary Employees**

Full Time Temporary Employees shall accrue seniority under this Agreement on the same basis as Full Time Regular Employees save and except that their service for all purposes under this Agreement shall be considered as continuous as long as breaks in service do not exceed two hundred forty (240) continuous calendar days.

### **9.05 Calculation Of Seniority - Part Time Regular Employees**

- (a) Seniority for Part Time Regular Employees shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked, or deemed to have been worked. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be deemed to be 1,950.
- (b) For the purposes of Clause 9.02(d) above, any applicable absence from work by a Part Time Regular Employee shall be deemed to be time worked and seniority shall continue to accrue based on the average number of hours worked, per work day and work week, by the Part Time Regular Employee during the six (6) month period immediately prior to commencement of such absence, pro-rated in accordance with the proportion of full-time equivalent hours worked.

### **9.06 Calculation Of Seniority - Probationary Employees**

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 13, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

### **9.07 Portability Of Seniority Within The Bargaining Unit**

Any Employee who changes employment status from Full Time Regular, Part Time Regular or Full Time Temporary Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

### **9.08 Service Outside The Bargaining Unit**

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
- (b) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining

unit shall henceforth be included in the bargaining unit, the person involved, at his or her option, may be granted seniority credit for some or all of the period of the exclusion, provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry into the bargaining unit. Seniority achieved under this Clause 9.09(b) shall not be used to secure any promotion in accordance with Article 14 during the first six (6) months from the date of entry into the bargaining unit or to exercise any bumping rights under Article 19 during the first twelve (12) months from the date of entry into the bargaining unit.

- (c) An Employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed three (3) consecutive months from the date of commencement of such work, subject to the provisions of Clause 9.02(d) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement. An Employee shall only have the right to accrue seniority under this Clause 9.09(c) while working outside the bargaining one (1) time in any twelve (12) consecutive month period.

### **9.09 Application Of Seniority**

- (a) The Parties recognize that job security shall increase in proportion to length of seniority as herein defined.
- (b) The Parties recognize that access to job and training opportunities shall increase in proportion to length of seniority subject to the job selection criteria contained in Clause 14.05.
- (c) The senior Employee, in terms of superior length of seniority, shall be entitled to preference with respect to days and shifts to be worked and to days to be taken off work including, but not limited to, rest days; lieu days; floating holidays; banked overtime taken as time off work; vacation; and leaves of absence under this Agreement.

### **9.10 Loss Of Seniority**

An Employee shall lose his or her seniority only in the event that:

- (a) the Employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the Employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position and does not revoke such voluntary termination within seventy-two (72) hours;
- (c) the Employee retires in accordance with the applicable provisions of this Agreement;

- (d) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than two (2) consecutive years;
- (e) the Employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;
- (f) the Employee fails to maintain membership in good standing in the Union.

### **9.11 Reinstatement of Seniority**

The Employer recognizes that seniority is solely and expressly the purview of the Union and agrees to make, upon receipt of written direction, those changes that have been submitted by the Union.

### **9.12 Seniority List**

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, job group, designated permanent headquarters, pay level, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list described in Clause 9.12 above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.
- (c) Within five (5) months of publication of the seniority list any Employee or the Union may allege improper seniority calculation or credit and seek correction.

## **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **10.01 Grievance Processing**

The Parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "Employee" when used, will be interpreted to refer to any Employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Employer.

### **10.02 Grievance Defined**

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the Parties to this Agreement concerning the discipline or dismissal of any Employee or any dispute or difference between the Parties to the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances of disputes

arising during the life of the Agreement shall be settled without stoppage of work and without strike or lockout.

### **10.03 Company or Union Grievance**

Whether either Party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance in writing within (30) thirty days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an Employee, for any reason, does not sign a complaint in accordance with Article 10.06, this will in no way restrict or limit the Union from raising a policy grievance, provided that the Union adheres to the time limit in writing in accordance with this clause.

- a) the grieving Party, i.e. either the Union Representative or the Management Representative of the Company, or their nominee(s), shall initiate same by letter. Within (10) ten working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- b) if the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 10.08 or 10.09.

Notwithstanding the above, an employee shall have the right to appeal, in accordance with the Grievance and Arbitration procedures contained in this Article, any disciplinary action taken by the Employer.

### **10.04 Dismissal, Suspension Grievances**

The Employer shall only dismiss or discipline an employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer.

Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III Article 10.07 at the option of the grieving party, within ten (10) working days of the termination or suspension.

### **10.05 STEP I - Employee Complaint**

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause not later than ten (10) working days from the date of the action which led to the complaint, dispute or misunderstanding. The Job Steward may attend at the option of the employee.

### **10.06 STEP II - Employee Grievance**

Should a complaint be unresolved, the complaint, may be submitted by the Union office to the immediate Supervisor in writing, with a copy to the General Manager not later than ten (10) working days from the date the complaint was first raised at Step I.

The Supervisor will meet with and discuss the grievance as required with the Job Steward and/or Union Representative and render a decision in writing to the Union office with a copy to the Job Steward and the General Manager or an appointed nominee within ten (10) working days of the date of referral to Step II.

### **10.07 STEP III - Employee Complaints**

A grievance not settled at Step II may be referred in writing by the Union to the General Manager, or an appointed nominee, within ten (10) working days of the Company's decision at Step II.

The grievor(s), and Employee(s) shall attend this stage of the grievance procedure.

Within fifteen (15) working days of receipt of the Union's referral to Step III, the General Manager or an appointed nominee will discuss the grievance with a representative of the Union.

Within twenty (20) working days of the receipt of the Union's referral to Step III, the General Manager or an appointed nominee will submit their decision to the Union in writing.

Within fifteen (15) working days of receipt of the written reply at Step III, the Union may refer the grievance to arbitration as set out in Article 10.08 or 10.09.

### **10.08 STEP IV - Arbitration Procedure**

- a) Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single arbitrator.

The parties to the dispute will thereupon shall mutually decide on the appointment of an Arbitrator who can make themselves available within a reasonable time frame.

- b) The arbitrator shall be requested to render a decision within a period of one (1) month following their appointment. The arbitrator's decision shall be final and binding on both Parties to this Agreement.
- c) The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- d) Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

### **10.09 Grievance Mediation**

The Parties may mutually agree to refer the outstanding dispute to the mediation process as follows:



If a difference arises between the Parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Bob Blasina, or a substitute agreed to by the Parties, shall at the request of either Party:

- 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 the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The facts of the matter in dispute shall be presented during Grievance Mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

Mr. Blasina, or the substitute agreed to by the Parties, shall remain seized for the life of the collective agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article.

#### **10.10 Expedited Arbitration**

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly submitted, as a grievance, in accordance with the provisions of the Grievance Procedure contained in this Agreement.

- a) An arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.
- d) All other provisions of this Article with respect to arbitration and the arbitration process shall apply to Expedited Arbitration.

#### **10.11 Time Limit Extension**

Time limits specified in Article 10 are directory and may be extended by written mutual agreement between the two Parties.

## **10.12 Disclosure of Information**

The Parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

## **ARTICLE 11 – DISCIPLINE, DISCHARGE AND TERMINATION**

### **11.01 Just Cause**

The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

### **11.02 Procedural Requirements**

(a) Progressive Discipline

Discipline must be applied uniformly, and disciplinary action taken by the Employer must be appropriate to the cause and to the principles of progressive discipline.

(b) Union Representation

When the Employer interacts in any manner with any Employee with respect to the discipline, discharge or termination of an Employee, or the potential discipline, discharge or termination of an Employee, the Employer shall advise the Union office in advance, and at least one (1) Union representative must at all times be present. Such Union representative(s) shall be given the full opportunity to present evidence, make representation and present, examine or cross-examine witnesses.

An Employee shall have the right to refuse to participate or to continue to participate in any interaction with the Employer which he or she believes ought to be subject to Union representation under this Clause 11.02(c) until such Union representation is present. An Employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty, discipline or other adversity as a result.

(c) Preliminary Hearing

Before suspending, discharging or terminating any Employee, the Employer must first convene a preliminary hearing to provide a forum for a full review of the evidence of the case. For this purpose, the Parties specifically agree to provide each other with full disclosure including, but not limited to, all relevant documents and all relevant information which exists in any form other than in writing which is in the possession or within the knowledge of either the Employer or the Union. The Employer shall advise the Union and the Employee(s) concerned in writing in advance of the date, time, and location of such hearing and the allegations in full being raised by the Employer. At such hearing, the Union and each Employee shall have the representational rights described in Clause 11.02(c) above.

(d) Notice Of Disciplinary Action

The Employer shall advise an Employee in writing of any disciplinary action taken including, but not limited to warning, reprimand, suspension, discharge or termination and the reasons in full for such action, at the time of taking any such action. The Employer shall also promptly provide the Union with a copy of each such disciplinary notice. If the matter is grieved by the Union, or otherwise litigated in any manner, the Employer shall be limited to those grounds (reasons) specified in the disciplinary notice for the action(s) taken.

(e) Limits On Testimony

The Employer specifically agrees not to call as its own witness at arbitration or any other legal proceeding any person disciplined, discharged or terminated by the Employer who is being represented by the Union in any such proceeding.

(f) Substantive Rights

The procedural requirements set forth in this Article 11 shall be deemed to be substantive rights and shall be so construed and applied. For greater clarity and certainty and without limiting the generality of the foregoing, this means that failure by the Employer to comply fully with these procedural requirements shall render the discipline, discharge or termination null and void.

### **11.03 Justice And Dignity**

(a) In the event of the suspension, of any Employee by the Employer which is grieved by the Union, or otherwise litigated in any manner, the Employee shall remain working and shall be kept "whole" in all respects under this Agreement until a final and binding decision on the matter arises through such legal action. If, as a result of such legal action, it is determined by the decision-making body that a suspension, is appropriate under the circumstances, the Employer shall then have the right to implement the penalty which is sanctioned by the decision-making body, but only to the extent allowed by said authority.

(b) The Employer shall have the right to have an Employee who is subject to being kept "whole" pursuant to Clause 11.03(a) above not report for work if the Employer believes reasonably that such person poses a significant threat to the welfare of the Employer's property or any person. In such case, the Employee must continue to be compensated fully and must in all other respects be kept "whole" under this Agreement as if he or she remained working, subject to the provisions of Clause 11.03(a) above.

(c) In the event of any dispute between the Employer and the Union concerning whether or not an Employee should be allowed to continue at work pursuant to the provisions of Clause 11.03(b) above, the matter may be referred by either Party to Mr. Vince Ready, or a mutually agreed substitute, for final and binding

decision within five (5) calendar days of such reference. For the purpose of this adjudication, each Party shall be allowed one (1) hour to present its case and neither Party shall use a lawyer. The costs and fees for the services of the adjudicator under this Clause 11.03(c) shall be borne equally by the Parties.

#### **11.04 Time Off Work For Discipline Related Meetings**

Employees, including Union representatives, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the discipline, discharge or termination of any Employee under this Agreement, shall be granted time off work by the Employer for this purpose and this time shall be deemed to be time worked.

#### **11.05 No Demotion Or Lateral Transfer As Discipline**

The Employer shall not have the right to undertake the demotion or the lateral transfer of any Employee as a disciplinary action except with the concurrence of the Union.

#### **11.06 Work Assignments And Relocation Not To Be Used For Disciplinary Purposes**

The Employer shall not have the right to assign or reassign, add to or subtract work or to locate or relocate any Employee as a disciplinary action except with the concurrence of the Union.

#### **11.07 Work Now, Grieve Later Rule**

Refusal or failure to comply with an order, directive or assignment that an Employee has reasonable cause to believe is illegal or would create an undue hazard to the health and safety of any person shall not result in any discipline, discharge or termination.

#### **11.08 Discipline Grievances - Arbitrator's Remedial Authority**

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an Employee has been disciplined, discharged or terminated for other than just cause or that if just cause exists, that the penalty is inappropriate, the arbitrator, the Labour Relations Board, or other body shall have the power to:

- (a) direct the Employer to reinstate the Employee with full pay, including retroactivity and interest, and to make the Employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the Employee under the Collective Agreement had he or she remained working;
- (b) make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

### **11.09 Failure To Grieve**

Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.

### **11.10 Non-Culpable Circumstances**

The provisions of this Article 11 shall apply equally to circumstances involving allegations by the Employer of "non-culpable" or "innocent" misconduct, impropriety or otherwise involving any Employee(s).

## **ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE ASSESSMENTS**

### **12.01 Personnel Files**

- (a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records, reports and other documentation concerning the Employee's employment and work performance. For greater clarity and certainty, the Employer specifically agrees that no personal files or documentation on Employees shall be kept outside of each individual Employee's personnel file, save and except for payroll records.
- (b) No negative comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information in a timely manner.
- (c) Documentary evidence (to be) adduced by the Employer in cases of discipline, discharge or termination, whether for alleged "culpable" or "non-culpable" reasons, must have been entered into and remain on an Employee's personnel file in compliance with the provisions of this Article, otherwise it shall not be used.
- (d) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer from time to time.

### **12.02 Employee Access To Personnel File**

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

### **12.03 Union Access To Employee Personnel File**

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and

by written request to the Employer. On request, the Union representative shall be provided with copies of any document, record or report contained in the Employee's personnel file.

#### **12.04 Performance Assessments**

- (a) Written performance assessments shall be used by the Employer as a means of assisting in the training and development of Employees or to bring to the Employee's attention areas that require improvement. An Employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The Employee may sign the assessment, which act shall only indicate completion of the assessment, not concurrence or rejection.
- (b) A performance assessment which the employee concerned believes is unfair, unreasonable and/or which contains incorrect information shall be subject to revision through the grievance procedure, and arbitration if necessary, in which case the arbitrator shall be empowered to order any revisions deemed necessary to ensure that the performance assessment in question is fair, reasonable and correct.

#### **12.05 Purging Personnel Files**

All notices, letters or details which pertain to any form of complaint or discipline, or which otherwise reflect negatively upon an Employee or his or her employment, which are more than eighteen (18) months old shall not be considered in any assessment of the Employee's performance or conduct or to support any subsequent action by the Employer (be it disciplinary (culpable), non-disciplinary (non-culpable) or otherwise) and shall be removed by the Employer from the Employee's personnel file, and shall thereafter be destroyed immediately by the Employer as shall any copies thereof in the possession of the Employer.

#### **12.06 Compliance With Freedom Of Information Legislation**

The Parties shall comply with the provisions of the Personal Information and Protection Act of British Columbia.

### **ARTICLE 13 - PROBATIONARY EMPLOYEES**

#### **13.01 Probation Period**

- a) A new employee shall be considered on probation for ninety (90) calendar days from the date of last entry into the Employer's service except for Technicians who shall be considered on probation for one hundred and twenty (120) calendar days.
- b) The Employer may extend the probationary period for an additional thirty (30) days. Any further extensions of the probation period may be implemented by mutual agreement between the Employer and the Union.

### **13.02 Employer Obligations During Probationary Period**

- a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period and shall also provide all appropriate training and familiarization necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) Either prior to or upon expiration of the probationary period or any extension of the probationary period, the Employer shall confirm the successful completion of probation by a new employee or otherwise dismiss the employee in accordance with this Article, or in the alternative, advise the employee of an extension in accordance with Article 13.01(b).

### **13.03 Dismissal of Probationers**

- a) A probationary employee shall only be dismissed by the Employer for just and reasonable cause.
- b) The test of just and reasonable cause for dismissal of a probationary employee shall be a test of their suitability for continued employment in the position in which they are employed.

### **13.04 Right to Grieve**

A probationary employee shall have access to the grievance and arbitration procedures contained in this Agreement.

## **ARTICLE 14 - FILLING JOB VACANCIES**

### **14.01 Definition Of Job Vacancy**

A job vacancy shall exist where there is work available either on a Full Time Regular, Part Time Regular or Temporary basis as defined in this Agreement, and such work is within the scope of this Agreement. The filling, or not, of any such job vacancy shall be subject to the discretion of the Employer unless expressly provided otherwise by this Agreement.

### **14.02 Posting Job Vacancies**

- (a) Full Time Regular And Part Time Regular Jobs To Be Posted

Except as expressly provided otherwise by this Agreement, all job vacancies for any Full Time Regular or Part Time Regular positions as defined in this Agreement shall be posted, in paper form and electronically, by the Employer on a bargaining unit

wide basis for fourteen (14) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s). A copy of the Job Posting shall be forwarded to the Union.

(b) Full Time Temporary Jobs To Be Posted

(i) Except as expressly provided otherwise by this Agreement, all job vacancies for any Full Time Temporary positions as defined in this Agreement shall be posted, in paper form and electronically, by the Employer on a bargaining unit wide basis for fourteen (14) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s). A copy of the Job Posting shall be forwarded to the Union.

c) Failure by the Employer to fill any Full Time Temporary position shall not be relied upon by the Employer to deny any Full Time Regular Employee any applicable time off work referred to in this Agreement.

(c) Job Posting To Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, job group, permanent headquarters, salary rate, hours of work, duties, qualifications, replacement or addition to staff or new position, any special conditions pertaining to the vacancy, the closing date of the job posting and the date the vacancy is to be filled. If a projected or actual end date for the job is known by the Employer, this information shall be included in the job posting or, if this information becomes known before the job is filled, all applicants shall be advised in writing before a successful candidate is selected by the Employer.

(d) Closing Date For A Job Posting

The closing date of a job posting shall be at least fourteen (14) calendar days from the date the Employer posted the vacancy.

(e) No Withdrawal Of Posted Job Vacancies

A job posting, once issued by the Employer, shall not be withdrawn by the Employer and must remain posted as prescribed by this Article until such time as, in each case, the Employer has issued written notification to the successful candidate(s).

(f) Union To Receive Job Postings

A copy of all job postings shall be sent promptly by the Employer to the Union.

(g) Compliance With Job Posting Procedure

The Employer shall not in any form or manner hire or use any person from outside the bargaining unit with respect to any job vacancy within the bargaining unit which is subject to job posting under this Article, until such time as the Employer has complied fully with the job posting provisions of this Agreement, except to overcome



short-term operational requirements until the job selection process, as prescribed by Article 14, has been concluded.

### **14.03 Eligibility For Posted Job Vacancies**

(a) All Employees Are Eligible After Probation Period

All Employees who have completed their probation period per Article 13 shall be eligible to apply and be considered for any posted job vacancy.

(b) Eligibility Of Laid Off Employees

All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide such laid off Employees with a copy of all job postings sent by registered mail to their last known home address.

(c) Eligibility Of Late Applicants

A late applicant may be considered for any posted job vacancy, provided such Employee's application is received before any other person has been informed of being the successful candidate for the vacant position.

### **14.04 Filling Posted Job Vacancies**

(a) Employer Is Responsible For Job Selection

The selection of Employees under this Article rests with the Employer, subject to the grievance and arbitration provisions of this Agreement.

(b) Applicants To Be Acknowledged

The Employer shall acknowledge receipt of each internal application for a posted job vacancy and the internal applicants and the Union shall be advised of the name of the person selected to fill the vacancy.

(c) Interviews

The Employer shall conduct interviews with all applicants for any posted job vacancy who meet the job selection criteria referred to in this Article and the qualifications of the posted job. Paid time off work for such purposes shall be granted by the Employer. This Clause 14.04(c) shall not apply where the job vacancy is filled by an Employee's return, in accordance with Clause 14.05(e) below, to a previously held position.

(d) Withdrawal Of Applications

An Employee may, by written notice, withdraw any application for any posted job vacancy at any time prior to the date listed on the job posting for filling of the vacancy, without incurring any penalty or prejudice.

(e) Rights Of Unsuccessful Applicants

On request, the Employer shall give an unsuccessful applicant full reasons in writing explaining why the Employee's application was not successful and the Employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement.

(f) Rights Of Successful Applicants

(i) Moving Into The New Position

Where any Employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the Employee into the new position on the date the vacancy was to be filled or as soon thereafter as possible. If the Employee is not moved after six (6) weeks from the effective date of the vacancy referred to in the job posting, and the new position provides a higher salary, the Employee shall be paid thereafter at the applicable higher rate for the new position.

ii) Limited Right To Return To Former Position

An Employee who has been selected to fill a posted job vacancy under this Article shall have the right, subject to his or her sole discretion, to return to the job and work location he or she held immediately prior to such change of position provided that this right is exercised by the Employee within thirty (30) consecutive calendar days from the date upon which the Employee actually starts work in the new position. If an Employee elects to return to his or her former job and work location pursuant to this Clause 14.04(f)(ii), such Employee shall be kept whole in all respects under this Agreement as if he or she had remained working in that former position and had not accepted the new position.

(iii) Impact Of Job Selection Grievance

An Employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of the grievance. If, as a result of the grievance, such Employee is removed from the position at issue, this person shall be returned to his or her former job and work location and shall be kept whole in all respects under this Agreement as if he had not been awarded the job posting in question, unless the Employer and the Union mutually agree in

writing to alternative arrangements. If a person hired from outside the bargaining unit into a position at issue is removed from that position as a result of a grievance, such person either shall be given employment by the Employer outside the bargaining unit or shall be terminated.

#### **14.05 Job Selection Criteria**

(a) No Discrimination Or Favouritism

The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.

(b) Relative Ability Test

All job selections under this Article shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where an Employee who has less seniority is selected, such Employee's ability (to perform the vacant job) shall be significantly and demonstrably higher than candidates who have greater seniority.

(c) Ability In Current Job

For the purposes of Clause 14.05(b) above, ability shall include consideration of the Employee's performance in the Employee's current job.

(d) Selection Criteria To Be Reasonably, Fairly And Consistently Established And Applied

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

(e) Priority For Job Selection

In accordance with the provisions of this Article, preference in the filling of all job vacancies shall be given to candidates in the following order:

#### **Preference Category Number 1**

1. The Employee, other than a Full Time Temporary Employee, with the highest seniority who was previously displaced or laid off under Article 19 from the position now vacant, unless such right to return pursuant to Clause 19.08 is waived by the Employee. A job vacancy which is to be filled on this basis shall not require job posting.

### **Preference Category Number 2**

2. The Employee, other than a Full Time Temporary Employee, with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

### **Preference Category Number 3**

3. The Full Time Temporary Employee with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

In accordance with the above priority list, no candidate from any lower preference category shall be given any consideration for any job vacancy until all candidates from all higher preference categories have been considered and rejected. If, based on length of seniority, a junior candidate is selected from any of the above preference categories, all of the more senior candidates previously considered and rejected must be reconsidered to determine if the junior candidate's ability to perform the vacant job is significantly and demonstrably higher than all of those more senior candidates.

- (f) External Hire

If the vacancy is not filled in accordance with Clause 14.05(e) above, the Employer shall have the right to hire from external sources, providing that the same ability requirements are maintained.

## **14.06 Temporary Vacancies**

- (a) Definition Of Temporary Vacancy

A temporary vacancy shall be deemed to exist when:

- (i) an incumbent Full Time Regular or Part Time Regular Employee is absent from his or her position for any reason for a temporary period of one hundred and eighty (180) consecutive calendar days or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union in accordance with the applicable provisions of this Agreement; or when
- (ii) bargaining unit work of a transient nature (other than that described in Clause 14.06(a)(i) above) is required or assigned by the Employer to be performed for a temporary period of one hundred and eighty (180) consecutive calendar days or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union, subject to the provisions of Clause 9.06.

(b) Posting and Filling Temporary Vacancies

Except as expressly provided otherwise by this Agreement, all Temporary Vacancies shall be posted and filled in accordance with the applicable provisions of this Agreement.

**14.07 Regular Employees Filling Temporary Vacancies**

- a) A Full Time Regular Employee or a Part Time Regular Employee who secures pursuant to the job posting and selection provisions of Article 14 a temporary vacancy as defined in Clause 14.06(a) shall retain his or her status as either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, for the duration of such temporary assignment and shall retain all rights and entitlements applicable to either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, under this Agreement including, but not limited to, the right to apply for posted job vacancies or to be temporarily promoted. Upon completion of the temporary assignment, the Full Time Regular Employee or the Part Time Regular Employee, as the case may be, shall return to work in the job and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.
- b) (i) Where the temporary vacancy is a promotion, the Employee shall be paid the salary rate of the temporary job, and will be placed at the same step on the higher salary scale as for their regular job.
- (ii) Where the temporary vacancy is a demotion, the Employee shall be paid the salary rate of the temporary job, and will be placed at the same step on the lower salary scale as for their regular job.

**14.08 Promotion**

(a) Definition of Promotion

A move by an Employee from a job in a lower job group or a job with a lower maximum salary to a job in a higher job group or a job with a higher maximum salary shall be defined as a promotion for all purposes under this Agreement.

(b) Eligibility For Promotion

All Employees shall be eligible for promotion in accordance with this Agreement.

(c) Manner Of Promotion

Promotion of Employees must be undertaken in accordance with the express provisions of this Agreement concerning promotion.

#### **14.09 Temporary Promotion**

(a) Definition Of Temporary Promotion

A temporary promotion means a promotion as defined in Clause 14.08(a) above which is for a temporary period of one hundred and eighty (180) consecutive calendar days or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union, commencing from the time of such promotion, for the purpose of filling a temporary vacancy as defined in Clause 14.06(a) above.

(b) No Posting

Applicable vacancies to be filled by temporary promotion shall not require any job posting. However, the Employer specifically agrees not to undertake a series of temporary promotions, with respect to the same job, to avoid the job posting provisions of this Agreement.

(c) Eligibility For Temporary Promotion

All Employees shall be eligible for temporary promotion in accordance with this Agreement.

(d) Manner Of Temporary Promotion

Eligible Employees shall be granted temporary promotions under this Agreement in accordance with the job selection criteria contained in Clause 14.05 above.

(e) Return To Former Position Upon Completion

Upon completion of a temporary promotion, the Employee involved shall return to work in the job and work location held immediately prior to the temporary promotion and shall be kept "whole" with respect to all pay, seniority, benefits and other rights or entitlements which would accrue under this Agreement as if he or she had remained working in such former position for the duration of the temporary promotion, unless, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.

(f) Pay During Temporary Promotion

Pay for an Employee who is on a temporary promotion shall be in accordance with Clause 15.04 and all other applicable provisions of this Agreement.

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#### **14.10 Demotion**

(a) Definition Of Demotion

A move by an Employee from a job in a higher job group or a job with a higher maximum salary to a job in a lower job group or a job with a lower maximum salary shall be defined as a demotion for all purposes under this Agreement.

(b) Use Of Demotion

An Employee shall only be demoted on a voluntary basis or by the prior express written consent of the Union. Without limiting the generality of the foregoing, demotion shall not be used for disciplinary purposes under this Agreement without the concurrence of the Union.

#### **14.11 Lateral Transfer**

(a) Definition Of Lateral Transfer

Lateral transfer means a move to a new job which is neither a promotion or a demotion as defined in this Agreement.

(b) Use Of Lateral Transfer

An Employee shall only be transferred laterally on a voluntary basis or by the prior express written consent of the Union. Accordingly, lateral transfer shall not be used for disciplinary purposes under this Agreement without the concurrence of the Union.

## **ARTICLE 15 - SALARIES**

### **15.01 Salary Scale**

April 1, 2021 – \$500 lump sum less statutory deductions at time of ratification

April 1, 2022 – 2% increase to current wages

April 1, 2023 – 2% increase to current wages

### **15.02 Hiring Rates**

New employees who have had work experience directly applicable to their jobs may be hired beyond the minimum rate for their classification, as follows:

Technicians: up to and including the Tech 3 rate:

Administration: up to and including the 7 - 18 months rate.

Higher starting rates may be paid in exceptional cases, by agreement of the Union. Such agreement will not be unreasonably withheld.

### **15.03 Job Descriptions**

The Employer agrees to provide a job description that clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement. Such descriptions, when developed, shall be attached for information purposes as an appendix of this Agreement.

### **15.04 New or Changed Bargaining Unit Positions**

- a) When the Employer establishes a new job within the bargaining unit, or materially modifies the content of an existing job, the Employer will provide the Union with the new or changed job description and the salary applicable.
- b) The Employer may fill a new or modified job prior to reaching agreement on the salary with the Union.
- c) The Parties will meet within thirty (30) days to negotiate the salary for the new or modified job if the Union does not agree with the salary established by the Employer.
- d) If the Employer and the Union are unable to agree on a salary for the new or modified job, the matter of the salary will be referred to arbitration under this Collective Agreement.



### **15.05 Work Leader Premium Pay**

It is agreed that any employee who is the successful applicant to a Workleader position under this Agreement shall be paid premium pay of five percent (5%) higher than the rate of pay, per Appendix "A", of the highest paid subordinate within the bargaining unit who is subject to such work leadership by the incumbent, or five percent (5%) above the incumbent's rate of pay, whichever is greater. For these purposes, the incumbent may be the permanent incumbent or a temporary replacement who has secured the position in accordance with the applicable provisions of this Agreement.

### **15.06 Employees To Be Paid Semi Monthly**

(a) Employer To Pay Semi-Monthly

The Employer shall pay Employees on a semi-monthly basis for the life of this agreement.

(b) Calculating Hourly Rates of Pay

For conversion purposes only, hourly rates of pay are determined in accordance with Clause 23.09.

(c) Rounding

All semi-monthly salaries are rounded to the nearest whole dollar, and all hourly wage rates are rounded to the nearest whole cent.

0.50 and over are rounded to the next whole dollar (cent);

0.49 and under are rounded to the last whole dollar (cent).

(d) Pay Statements

Pay statements are available online to employees every semi-monthly pay period.

## **ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY**

### **16.01 Occupational Health and Safety**

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this health and safety article.

### **16.02 Joint Occupational Health and Safety Committee**

A Joint Union/Employer Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. One representative from each side shall serve as co-chairs. The Employer will provide the committee with a person to be the recording secretary. The recording secretary will be responsible for the minutes and will not have a voice or vote on the committee.

The Health and Safety Committee shall meet regularly at least once each month. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board and a copy shall be posted on the Union bulletin board. All recommendations and requests from the joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

The Union representatives on the Health and Safety Committee shall be entitled to five (5) days paid Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

### **16.03 Industrial First Aid Requirements, Courses and Premiums**

- a) Where the Employer designates an employee to act as a First Aid Attendant in addition to the normal requirements of the job, the cost of obtaining and renewing the required First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.
- b) Employees designated to act as First Aid Attendants in addition to their normal job responsibilities shall receive a monthly allowance of fifty dollars (\$50) per month in addition to their regular salaries per Appendix "A".

#### **16.04 Clothing Allowance, Safety Footwear and Protective Clothing**

- a) The Employer will provide Shop and Warehouse employees with shop coats, to be cleaned at the Employer's expense.
- b) The employer will on an annual basis and upon proof of purchase reimburse all employees for fifty percent (50%) of the purchase price of CSA approved steel toe safety footwear, to a maximum purchase price of one hundred and fifty dollars (\$150.00).

#### **16.05 Clothing Allowance**

The Employer will provide, by no later than July 1<sup>st</sup> of each year, Business Casual clothing to the Employees in accordance with the following formula:

- 5 (five) shirts per calendar year from the option of two styles of shirts, and
- 1 (one) fleece jacket per calendar year.

In addition, each Employee will receive a cleaning allowance of three (\$3.00) dollars per week, paid on the Employees' semi-monthly pay.

### **ARTICLE 17 - TRAINING AND EDUCATION**

#### **17.01 Employee Development**

The Employer recognizes the importance and value of employees upgrading their education, knowledge and skills by private study and will assist, where deemed appropriate, in defraying the costs of certain courses and educational programs.

#### **17.02 Employee Application**

Employees may apply on an educational assistance form, prescribed by the Employer, for financial aid to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

#### **17.03 Full Financial Assistance**

Full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Employer) will be borne by the Employer where the training is at the instigation of management.

#### **17.04 Partial Financial Assistance**

The full cost of tuition fees and 50% of the cost of required textbooks will be reimbursed to a working employee upon successful completion of such training or course where:

- a) written approval has been obtained from the Employer prior to the commencement of such training or course, and
- b) the Employer agrees that this additional training bears direct relevance to the employee's current job or recognized career path with the Employer, and/or
- c) the Employer agrees that this additional training would be helpful in broadening the individual's abilities in a work-related way or could be of future use to the employee in working with the Employer.

### **17.05 Time Off for Examinations**

An employee will be provided time off with pay to write examinations on a course approved pursuant to Article 17.03 and 17.04 above, if the examination for such course must be written during normal working hours.

### **17.06 Training for New Products, Programs or Applications**

- (a) The Employer will provide all training necessary for employees to become proficient regarding new products, programs or applications they will be required to service or utilize. Such training will be provided on the basis of ability and seniority, in that order, and during the employee's normal working hours.
- (b) The Employer will allot time in the work day for each employee training for new products, programs or applications; as operational requirements permit.
- (c) The employee may choose to take their training from home, during a work day, with permission from their supervisor/manager.

### **17.07 Entitlement To Training and Education**

- (a) Selection of Employees to participate in any training for new jobs under this Agreement must be undertaken in accordance with the job selection criteria contained in Clause 14.05.
- (b) The Employer, in accordance with its business needs, shall provide an Employee with training to obtain the ability and/or knowledge necessary to enhance the Employee's career or career advancement prospects with the Employer. Selection of Employees to participate in any training for career enhancement purposes under this Agreement must be undertaken in accordance with the job selection criteria contained in Clause(s) 14.05(a) to (d), inclusive.

### **17.08 No Discrimination Or Favouritism**

The Employer shall ensure, in providing Employees with training and/or education opportunities under this Agreement, that no discrimination or favouritism affects any particular Employee.

### **17.09 Training And Education Costs Borne by Employer**

Except as expressly provided otherwise by this Agreement, all costs for training and/or education under this Agreement including, but not limited to, the cost of any textbooks and examination fees, shall be borne by the Employer.

### **17.10 Training Committee**

- a) The Employer and the Union shall strike a Training Committee comprised of two Union representatives and two Employer representatives.

The Committee will meet quarterly, or more frequently if necessary, to go over training opportunities and training needs of all Employees.

The mandate of the Committee is to ensure that all employees are given equal opportunities to be trained on all equipment necessary for employees to become proficient in their work.

Scheduling and frequency of the courses shall be determined by the Employer.

- b) In addition, cross-training shall be provided to employees in Level III Administration jobs to allow for performance of essential operational requirements during periods of annual vacation.

## **ARTICLE 18 - TRAVELING ALLOWANCES AND LIVING EXPENSES**

### **18.01 Traveling Allowances**

- a) An employee required by the Employer to travel by air will travel economy fare and will have their travel arranged through the Employer.
- b) An employee required by the Employer to travel to a location where an overnight stay is necessitated, will not be required to book or pay for any accommodation. The booking and payment for such accommodation shall be the responsibility of the Employer unless otherwise agreed to by the affected employee. Where arrangements are made between an employee and the Employer, the affected employee shall be fully reimbursed by the Employer. Where the Employee so requests, the Employer shall book and pay for single occupancy accommodation.

### **18.02 Living Expenses**

An employee required by the Employer to travel to a location, where an overnight stay is required, shall be entitled to reimbursement for up to sixty (\$60.00) dollars for meals for each full day of travel.

### **18.03 Car Allowance**

**\*\* 18.03 a) and b) are superseded by LOU #8 pending outcome of future membership vote on issue.**

- a) **\*\*Technicians and Customer Support Representatives that normally work outside the premises of the Employer shall be provided with a car allowance of five hundred and seventy-five (\$575.00) dollars per month and shall be paid twenty percent (20%) of the average gas price between the four Vancouver gas stations chosen between the Union and the Employer per kilometer. The per kilometer rate shall be calculated on the first workday of each month and that shall be the rate paid to the employees that month.**
- b) **\*\*The car allowance increase to five hundred and seventy-five (\$575.00) dollars will be paid effective the first of the month following ratification.**
- c) The car allowance is provided in order for Technicians to supply and operate a vehicle in good running order which can accommodate the necessary parts and supplies to perform the Technicians duties in their assigned territory.
- d) All Technicians, as described in a) above, that are required by the Employer to use their personal vehicle for the Employer's business will:
  - i) obtain and maintain for the vehicle "business use" automobile insurance coverage that properly covers the employee for any losses or liabilities that

may be incurred while performing work related duties on behalf of the Employer.

- ii) ensure that the automobile insurance coverage includes not less than one million (1,000,000) dollars of third party liability coverage.
- iii) be responsible for any and all traffic violations incurred, and automobile insurance costs arising from such violations, while operating their vehicles on company business or otherwise.
- iv) where an employee that does not normally receive a monthly car allowance is requested by the Employer to use their personal vehicle for company business, they shall be paid by the Employer fifty cents (\$0.50) for each kilometer travelled in fulfilling the Employer's request. Such employees shall in addition be covered by Clause 18.03 v) below when such costs are in fact incurred.
- v) be reimbursed by the Employer where there is a requirement for an employee to pay parking and/or toll charges while conducting company business or in traveling at the direction of the Employer, except that Technicians whose regular territory, as defined in Article 18.05, includes Vancouver proper or the Vancouver International Airport, will be provided a cash advance of two hundred dollars (\$200.00), which will be replenished as receipts are submitted, to be used for parking fees.

#### **18.04 Permanent Headquarters Defined**

Each Employee must have a designated permanent headquarters. This permanent headquarters shall be the location where the Employee normally works, normally reports for work, or the location to which the Employee returns between work assignments. An Employee's permanent headquarters shall not be changed due to any temporary work assignment or to avoid payment for any applicable traveling time or related entitlements under this Agreement.

#### **18.05 Assigned Territories**

- a) In addition to a permanent headquarters as defined in Article 18.04, each Technician working in the field will have an assigned territory within which she/he regularly works. Efforts will be made as much as possible to assign Technicians to territories close to their homes. A Technician may occasionally be requested to work in another territory to overcome short term operational or personnel difficulties. In the case of planned or known absences, such as annual vacations and floater days off, such a request will be made to Technicians in inverse order of seniority, with consideration given to the qualifications, skills, abilities and knowledge required to service the equipment in the other territory.
- b) The territories will be defined based on workload balancing, machine types, machine populations and geographic considerations. Territories will be reviewed

on a semi-annual basis and adjusted to reflect changes in the defined considerations in this Clause (b).

- c) After the initial territory assignments have been defined and assigned in accordance with this Clause 18.05, territory openings will be treated as job vacancies and will be filled in accordance with Article 14.
- d) Assigned territories shall be distributed consistently with Letter of Understanding #6 – Settlement Agreement signed January 28, 2015.

### **18.06 Travel Time**

All time spent traveling by Employees, by any means of travel, in the course of their employment, either before, during or after their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer as follows:

- a) the Employee's regular rate of pay for the first seven and one-half (7.5) hours in a day, and
- b) one and one-half times (1.5 x) the Employee's regular rate of pay in excess of seven and one-half (7.5) hours in a day, and
- c) two times (2 x) the Employee's regular rate of pay in excess of ten (10) hours in a day,

save and except that the time spent by an Employee, on their standard working days, traveling directly between their permanent headquarters and/or first and last calls of the day and the Employee's home shall be unpaid time, unless expressly provided otherwise elsewhere in this Agreement.

## **ARTICLE 19 - LAYOFF, RECALL AND SEVERANCE**

### **19.01 Application Of Article**

The provisions of this Article shall apply equally to all Full Time Regular and Part Time Regular Employees but shall not apply with respect to Temporary Employees, except as expressly provided otherwise by this Article.

### **19.02 Definitions**

- (a) Displacement

Displacement means the loss by an Employee of his or her current position due to:

- (i) a lack of work; or



- (ii) the introduction of new procedure including, but not limited to, technological change; or
- (iii) the transfer or other disposal of operations in accordance with Clause 19.02 (c) below, in the event that an affected Employee exercises their right to accept displacement or layoff or otherwise not to transfer; or
- (iv) being "bumped" in accordance with this Article.

(b) Layoff

Layoff means a displacement as defined in Clause 19.02(a) above such that an Employee is without work.

(c) Transfer or Other Disposal of Operations

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, merged, leased, transferred, or taken over by sale, merger, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company under the control of the Employer, limited or otherwise, is set up to perform any of the functions previously performed by any of the Employees covered herein or any of the functions falling within the scope of bargaining unit work, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

### **19.03 Notice Of Displacement Or Layoff To Union**

(a) Due To Lack Of Work Or Being Bumped

The Employer shall provide the Union with a minimum of thirty (30) calendar days prior written notice when any Full Time Regular or Part Time Regular Employees may be displaced or laid off due to a lack of work. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of Employees who may be displaced or laid off. The thirty (30) calendar days advance notice period must have elapsed before the Employer provides any affected Employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below.

(b) Due To Introduction Of New Procedure

The Employer shall provide the Union with a minimum of sixty (60) calendar days prior written notice when Employees may be displaced or laid off due to introduction of new procedure. This notice shall specify the nature of the new procedure, the date on which the Employer intends to introduce the new procedure and the number, job titles and work locations of Employees who may be displaced or laid off. The sixty (60) calendar days advance notice period must have elapsed

before the Employer provides any affected Employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below.

(c) Due To Transfer Or Other Disposal Of Operations

The Employer shall provide the Union with a minimum of sixty (60) calendar days prior written notice when Employees may be displaced or laid off due to any transfer or other disposal of operations. The notice shall specify the nature of the transaction, the effective date of the transaction, and the number, job titles and work locations of Employees who may be displaced or laid off. The sixty (60) calendar days advance notice period must have elapsed before the Employer provides any affected Employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below. Employees who are impacted by any transfer or other disposal by the Employer of its operations, or any part thereof, in any manner referred to in this Article may elect not to transfer, or otherwise be disposed of, and shall be treated in accordance with this Article.

(d) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 19.03, the Parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review shall include identifying those Employees whom it is anticipated may or will be displaced or laid off.

#### **19.04 Notice Of Displacement Or Layoff To Affected Employees**

In the event that any Employees are subject to displacement or layoff, the Employer shall provide these Employees with prior written notice or pay in lieu of such notice in accordance with the following:

- minimum two (2) weeks for any period up to two (2) years

and for each one (1) year of continuous service, one (1) additional week to a total maximum of eleven (11) weeks.

#### **19.05 Employee Options**

An Employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept training, in accordance with the following provisions:
  - i) for operation of the new equipment or use of the new material or performance of the new method or procedure;
  - (ii) for qualifying for new jobs created by such changes;
  - (iii) for other vacancies with the Employer for which the Employee is qualified;

such training shall be offered in accordance with the job selection criteria referred to in Clause 14.05; or

- (b) accept placement in a vacant position in accordance with the provisions of this Article; or
- (c) exercise the bumping rights referred to in this Article; or
- (d) accept layoff, retaining the right to recall and to severance in accordance with this Article; or
- (e) accept severance in accordance with this Article.

The Employer shall provide an Employee who is subject to displacement or layoff with full particulars with respect to all of the options described above which are available to the Employee, under the circumstances, before the Employee makes his or her selection. Any options which are offered and declined or which if accepted, cannot be exercised in full, shall not affect an eligible Employee's right to select one (1) of the remaining options.

## **19.06 Placement In Vacant Positions**

(a) Within The Bargaining Unit

Employees who are subject to displacement shall be offered vacant bargaining unit positions by the Employer, first within his or her permanent headquarters, then on an bargaining unit wide basis within the remainder of the bargaining unit. Such placement in vacant bargaining unit positions shall be undertaken in accordance with the job selection criteria referred to in Clause(s) 14.05(a) to (d), inclusive, and Employees thus placed shall be entitled to training in accordance with Clause 17.06. Eligible Employees shall have the right to accept or reject any such placement by the Employer without suffering any penalty or prejudice. With respect to such placement, the Union agrees to waive the job posting requirement under Article 14.

(b) Outside Of The Bargaining Unit

(i) Optional Reassignment

Employees who are subject to layoff shall have the right to accept or reject reassignment by the Employer to any positions outside of the bargaining unit which may be offered to these Employees by the Employer. Such reassignment to vacant positions outside of the bargaining unit shall be undertaken in accordance with the job selection criteria contained in Clause(s) 14.05(a) to (d), inclusive, and Employees thus placed shall be entitled to training.

(ii) Application Of Agreement

In the event that an Employee who is subject to layoff accepts reassignment in accordance with Clause 19.06(b)(i) above, such Employee shall continue to be subject to the provisions of this Article for so long as he or she has a right of recall or a right to return to a former position in accordance with the applicable provisions of this Article and the Employee's seniority shall continue to accrue for all purposes under this Agreement for so long as the Employee has these rights, providing the Employee continues to pay his or her Union dues as prescribed by this Agreement.

## **19.07 Bumping Rights And Procedure**

(a) Definition Of Bumping

Bumping means the process by which an eligible Employee who is subject to displacement or layoff may obtain a position and continued work by replacing, or "bumping", of an incumbent Employee in accordance with the provisions of this Article. An Employee who is thus replaced shall be deemed to be "bumped" from his or her position.

(b) Bumping Rights

All Employees who are subject to displacement shall have bumping rights under this Article and these rights shall apply equally to any Employee who is bumped in accordance with this Article.

(c) Bumping Process

(i) An Employee who is subject to displacement shall have the right to displace or "bump" an Employee with less seniority in any position or job in the bargaining unit, providing that he or she has the ability to perform the work, given a reasonable orientation period.

(ii) For the purposes of this Article, ability to perform the work shall automatically be deemed to be demonstrated in respect of a given position or job where a person has worked in that position or job, or any predecessor or derivative of that position or job, for a total period of at least six (6) months at any time during the preceding two (2) years.

(d) Bumping Preference List

(i) Bumping Preference List Issued By Employer

In accordance with Clause 19.05 above, the Employer shall give each Employee who is subject to displacement a list of bumping options. Each bumping option thus provided by the Employer shall include the job title, job group, permanent headquarters and salary rate or range for each prospective job.

(ii) Bumping Preference List Returned By Employee

An Employee who is issued with a bumping preference list by the Employer in accordance with Clause 19.07(d)(i) above shall have seven (7) calendar days from the date of receipt of this list to indicate his or her bumping preferences to the Employer, in order of priority, from highest to lowest. The Employee's bumping preference list may include jobs not included in the bumping options provided by the Employer.

(iii) Employee Failure To Provide Bumping Preference List

If an Employee who is subject to displacement fails to provide the Employer with his or her list of bumping preferences within the seven (7) calendar day period prescribed by Clause 19.07(d)(ii) above, such Employee shall forfeit the right to bump; however, such Employee shall retain his or remaining options under Clause 19.05 above. The seven (7) calendar day time limit stipulated by this Clause 19.07(d)(iii) shall apply unless an extension is mutually agreed between the Employer and the Union.

(e) Bumping Based On Preference List

In order of seniority, from highest to lowest, the Employer shall grant Employees who are subject to displacement their proper bumping preferences, in order of priority, from highest to lowest, in accordance with each Employee's bumping preference list as described in Clause 19.07(d)(ii) above.

(f) Inability To Bump

If an Employee who is subject to displacement elects to exercise his or her bumping rights pursuant to Clause 19.05(c) above, but such Employee is unable to secure a job by bumping, such Employee shall retain his or her remaining options under Clause 19.05.

(g) An Employee Who Is Bumped Has Bumping Rights

An Employee who is bumped pursuant to this Article shall in turn have the right to bump an incumbent Employee in accordance with this Article.

### **19.08 Right To Return To Former Position(s)**

(a) Right Of Return To Former Position(s) For Two (2) Years

An Employee who is displaced or laid off from any position in accordance with this Article shall have the right for a period of two (2) years from the date of any such displacement or layoff to return under Clause 19.05(e) to any position he or she held immediately prior to any such displacement or layoff, or any derivative of any such job. This provision shall apply equally with respect to a series of displacements, which may or may not culminate in a layoff, such that an affected Employee shall have the right to return to each of the positions he or she held immediately prior to any displacement, including the last position held prior to any layoff, for a period in each case of two (2) years from the applicable date of each displacement or layoff.

(b) Impact Of Recall To Other Position(s)

An Employee who is displaced and laid off and who is subsequently recalled to work in accordance with this Agreement to a position other than any position held immediately prior to any such displacement, including the last position held prior to any layoff, shall retain his or her rights under Clause 19.08(a) above.

(c) Waiving Right To Return To Former Position(s)

An eligible Employee may at any time waive his or her right to return to any former position in accordance with this Clause 19.08, without penalty or prejudice, in which event such Employee shall maintain his or her current position and work location or layoff status, as the case may be.

## 19.09 Recall

(a) Recall Period - Two (2) Years

An Employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years from the date of such Employee's last being laid off to be recalled to work in accordance with the applicable provisions of Article 19. Such recall to work shall be based upon a laid off Employee exercising his or her rights under Article 19 to apply for posted job vacancies. The Employer shall provide the Union in a timely manner with a copy of the current recall list, and any change(s) thereto, which information shall include, but not be limited to, the following with respect to each person with subsisting recall rights under this Agreement: employee name; employee seniority date; job title, job group and work location of position held immediately prior to any displacement and the effective date of such displacement; job title, job group and work location of each job attained either by placement, bumping or otherwise subsequent to any displacement from the employee's original position and the effective date of the placement, bump or other applicable action in each case; and the employee's contact or mailing address for recall purposes.

(b) Notice Of Recall

Notice of recall to an Employee who has been laid off shall be made by registered mail to the Employee's last known mailing address. A laid off Employee is responsible for providing the Employer with his or her current mailing address. A copy of each recall notice shall be promptly provided by the Employer to the Union.

(c) Failure To Respond To A Recall Notice

If an Employee who has been laid off is issued with a recall notice pursuant to this Clause 19.09 and fails to respond within ten (10) calendar days of receipt of such notice, this Employee's name shall be removed from the recall list, unless the time period is extended by mutual agreement between the Employer and the Union or the Employee concerned provides a reasonable explanation for his or her failure to respond in a timely fashion. In any event, the Employer shall have latitude with respect to application of the time limit prescribed by this Clause 19.09(c), which latitude the Employer expressly agrees must be exercised in a fair and reasonable manner taking into account any extenuating or other circumstances related to an untimely response to recall by any Employee.

(d) Limited Right To Decline Recall

(i) Work Period Of Less Than Three Consecutive Months

A laid off Employee shall not be required to return to work when recalled unless the Employee's services are required for a period of at least three (3) consecutive months. Accordingly, a recalled Employee shall be guaranteed such three (3) month minimum period of employment, or pay

in lieu, by the Employer, in writing. A laid off Employee who declines a recall in accordance with this Clause 19.09(d)(i) shall suffer no penalty or prejudice as a result. Accordingly, such person shall retain all of his or her rights and entitlements as prescribed by this Article and this Agreement as if the recall refusal had never occurred.

(ii) Right To Decline Job At Lower Pay Rate

A laid off Employee shall have the right to decline any recall to any job at a lower pay rate per Appendix "A" than the pay rate received by such person immediately prior to being laid off and placed on the recall list. Without limiting the generality of the foregoing, "pay rate" for the purposes of this Clause 19.09(d)(ii) shall be deemed to include "blue circle" salary protection arising under the applicable provisions of this Agreement. A laid off Employee who declines a recall in accordance with this Clause 19.09(d)(ii) shall suffer no penalty or prejudice as a result. Accordingly, such person shall retain all of his or her rights and entitlements as prescribed by this Article and this Agreement as if the recall refusal had never occurred.

(e) Laid Off Regular Employees Accepting Recall To Temporary Work

Regular Employees, as defined in Clause(s) 8.01 and 8.02 of this Agreement, who are laid off and who subsequently accept a recall to work of a temporary nature as defined in Clause 19.06(a) shall, for the duration of such temporary assignment, retain the employee categorization, either Full Time Regular Employee or Part Time Regular Employee status, as the case may, which each such Employee held immediately prior to being laid off. Accordingly, these persons shall be entitled for the duration of each such temporary assignment arising through recall to be treated in all respects under this Agreement as either a Full Time Regular or a Part Time Regular Employee, as the case may be. At the conclusion of each such temporary assignment arising through recall, these persons shall revert to layoff status, unless in the interim they have obtained other work within the bargaining unit in accordance with the applicable provisions of this Agreement, and their recall rights for all purposes under this Article 19 of said contract shall be deemed to recommence effective from the end date of their last such temporary assignment arising through recall.

### **19.10 Seniority Accrual During Layoff**

Seniority shall accrue for all purposes under this Agreement for any Employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Clause 9.02(d).

### **19.11 Benefit Entitlement During Layoff**

(a) For Laid Off Employees With Less Than Two (2) Years Of Continuous Service



All benefit plans coverage and benefits under this Agreement, excluding entitlements under Article 32 (RRSP Plan), shall continue for a laid off Employee with less than two (2) years' of continuous service for two (2) full calendar months following the date of his or her layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off Employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs.

(b) For Laid Off Employees With Two (2) Or More Years Of Continuous Service

All benefit plans coverage and benefits under this Agreement, excluding entitlements under Article 32 (RRSP Plan), shall continue for a laid off Employee with two (2) or more years' of continuous service for six (6) full calendar months following the date of his or her layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off Employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs. Thereafter, all such benefit plans coverage and benefits, including optional benefit programs but excluding entitlements under Article 32 (RRSP Plan) shall be continued for the duration of the Employee's recall period under this Agreement, provided the laid off Employee reimburses the Employer on a monthly basis for all costs for such continued entitlements.

### **19.12 Impact On Pay Rates**

Employees who secure a position by placement or by bumping or by recall under this Article shall receive the rate of pay for that position per Appendix "A" and all other applicable provisions of this Agreement, save and except as follows:

(a) Salary Treatment When Moving Into Lower Paid Position

An Employee who, in the event of a displacement, bumps, or in the event of a recall, is recalled, or who, in accordance with Clause 19.06 above, is placed into a job which is subject to a rate of pay which is lower than the rate of pay of the Employee's immediate prior position shall receive blue circle salary treatment. Such Employee shall thereafter be subject to all scheduled salary increases prescribed by this Agreement which are applicable to his or her new position.

(b) Salary Treatment When Returning To Former Position

An Employee who, in accordance with Clause 14.05(e)(1), returns to a former position after being displaced or laid off, in accordance with this Article, shall receive the rate of pay in such position to which the Employee would be entitled to receive had he or she continued working in such position and not been displaced or laid off. Such Employee shall thereafter be subject to all scheduled salary increases prescribed by this Agreement which are applicable to his or her position.

### **19.13 Special Protection For Full Time Regular Employees**

A Full Time Regular Employee who, under this Article, is placed, bumped, or is recalled into any position having less than fulltime hours of work shall continue to be treated in all respects under this Agreement as if he or she were a Full Time Regular Employee working fulltime hours, save and except for the reduced hours of work. Such person shall continue also to be categorized as a Full Time Regular Employee.

### **19.14 Relocation Limitations And Expenses**

Change of permanent headquarters by any Employee under this Article shall be subject to the following provisions:

- a) When an Employee changes the location of his or her permanent headquarters by more than twenty (20) kilometers:
  - (i) at the direction of the Employer, or
  - (ii) as the result of being the successful candidate to a job posting in accordance with Article 14, or
  - (iii) as the result of vacancy placement or bumping in accordance with Article 19, or
  - (iv) other circumstances not attributable to the Employee

and the Employee moves a minimum of twenty (20) kilometers closer to their new permanent headquarters, the Employer and the Union shall attempt to resolve appropriate relocation expenses to be paid by the Employer to such Employee, failing which resolution the matter may be referred by either Party immediately to arbitration under Article 10, in which case the arbitrator shall have the authority and the jurisdiction to add to the terms of this Agreement with respect to implementation of his or her decision, which ruling shall apply only to the circumstances of the given Employee.

- b) It is understood and agreed that in determining relocation expenses to be paid pursuant to this Article, both of the Parties and any arbitrator acting under this Agreement must apply the principle of keeping "whole" the Employee who is being relocated, that is, the Employee is not to incur any economic loss because of the move. In making such determination, any financial gain made by the Employee by sale or rental of his or her personal domicile shall not be taken into account.

### **19.15 No Reduction In Hours Of Work**

It is agreed that there shall be no partial reduction of any hours of work for any Employees in lieu of displacement or layoff, without the mutual agreement of the Parties.

### **19.16 Employment Insurance**

The Employer shall pay during the life of this Agreement all amounts required to be paid by the Employer under the Employment Insurance Act, or any successor legislation, in respect of all eligible Employees.

### **19.17 Restrictions Concerning Layoff**

Notwithstanding anything, the Employer specifically agrees all Temporary Employees must be terminated before any Full Time Regular Employee or Part Time Regular Employee is displaced or laid off for any reason during the life of this Agreement and the Employer further specifically agrees that during the life of this Agreement no Temporary Employee shall be employed by the Employer while any Full Time Regular Employee or Part Time Regular Employee is laid off with a subsisting right of recall under this Agreement.

### **19.18 Severance Pay Eligibility**

All Employees, except for Temporary Employees, shall be eligible for severance pay in accordance with this Article and all other applicable provisions of this Agreement. The provisions of Clause 8.03 shall govern the severance of Temporary Employees

### **19.19 Definitions**

For the purposes of this Article, the following definitions shall apply:

- (a) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement.
- (b) "Week" shall be defined as five (5) working days for the purposes of calculating severance pay.
- (c) "Month" shall be defined to be one calendar month for the purposes of calculating severance pay.
- (d) "Year" shall be defined as any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days.

### **19.20 Severance Pay Entitlements:**

An Employee whose employment is terminated by the Employer in accordance with this Agreement due to:

- a) layoff;
- b) or any conditions including, but not limited to, health conditions or voluntary resignation, upon voluntary application of the Employee in a reduction of staffing program implemented by the employer, for severance which is approved by the Employer and the Union;

shall be entitled to severance pay as follows:

- (1) up to two (2) years of service,  
- two (2) weeks pay;
- (2) for each additional one (1) year, or portion thereof, of service  
- two (2) weeks pay to a maximum of twenty-six (26) weeks.

### **19.21 Severance Pay Rate**

Severance pay shall be paid at the prevailing rate of pay of the Employee at the time of termination of employment.

### **19.22 Severance Pay Options Upon Layoff**

An Employee who is laid off pursuant to this Article and who is thus eligible for severance pay under this Article shall be accorded the following options:

- (a) accept full severance pay at the time of the layoff; or
- (b) accept severance pay in semi-monthly installments; or
- (c) accept severance pay in full at any time during or at the conclusion of the recall period as defined in Article 19.

### **19.23 Notice Of Layoff Or Pay In Lieu**

In addition to the severance pay referred to in this Article, an eligible Employee shall be entitled to notice of layoff or pay in lieu of such notice.

### **19.24 Acceptance Of Severance Pay**

- (a) Vested Entitlements

It is understood and agreed that at such time as an Employee accepts severance pay in accordance with this Agreement, and the severance pay is paid in full, the Employee's employment shall be terminated and such Employee shall have no further rights or entitlements under this Agreement, except for the following:

- (i) continuation of any coverage the Employee is entitled to receive, subsequent to termination of employment, under any of the benefit plans referred to in this Agreement; and
- (ii) any vested rights or entitlements arising out of Article 32 (RRSP Plan); and
- (iii) any other accrued benefits or entitlements not paid to the Employee at the time of termination of employment.

(b) Vested Right To Grieve

An Employee who is terminated in accordance with this Agreement shall retain the right to grieve, and the Union shall retain the right to grieve on such Employee's behalf, any matter related to the Employee's termination or to any vested right, entitlement or accrued benefit of the Employee under the terms of this Agreement.

## **ARTICLE 20 - BENEFITS**

### **20.01 Benefits**

Eligible employees will be entitled to participate in the employer flex benefits plan as outlined in Appendix B. The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement.

### **20.02 Benefit Changes**

Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes prior to the implementation of such changes.

### **20.03 Benefit Education**

Both Parties recognize the importance of the employees having a full understanding of the benefits available and their entitlement to those benefits. To assist in this education, the Employer undertakes to maintain a benefit pamphlet for employees. The Employer will consult with representatives of the Union to attempt to ensure that the pamphlet answers the major questions and concerns of the employees.

**Note:** Appendix B of the Agreement, mentioned above, will consist of a summary of the available benefit package provided to the Union during the course of negotiations. It will be updated and amended as required during the term of the Agreement.

### **20.04 Mandatory Retirement**

In accordance with the Human Rights Code of British Columbia (*Mandatory Retirement Elimination*) *Amendment Act* ("Act"), as amended effective 01 January 2008, an Employee may choose to continue working beyond sixty-five (65) years of age.

### **20.05 Same Sex Spousal Benefits**

The Employers agrees to provide Same Sex Spousal benefits.

## **20.06 Employee Assistance Program**

The Employers agrees to continue to provide an Employee Assistance program. The Employer will post the Company Name and phone number of the carrier.

## **20.07 Life Insurance**

Life benefit is 1 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$500,000. The minimum amount of coverage is \$50,000.

# **ARTICLE 21 - MEDICAL CERTIFICATES AND EXAMINATIONS**

## **21.01 Medical Certificates**

- a) At the request of the Employer, an employee may be required to provide a medical certificate from a qualified medical practitioner for any absences due to illness or injury of three (3) days or more. The cost of obtaining such a certificate shall be borne by the employee.
- b) The Employer, where it is reasonable to do so, may require the employee to provide a medical certificate for any absences due to illness or injury where the length of the absence is less than three (3) days. In such a case, the cost of obtaining such a certificate shall be borne by the Employer.

## **21.02 Medical Examinations**

- a) Where the Employer is not satisfied that proper justification or reason for an employee's absence exists, or the Employer is not satisfied of an employee's ability to return to work or to continue to attend regularly at work, the Employer may require that the employee be examined by a medical practitioner selected by the Employer and the employee by mutual agreement and to provide a copy of the medical practitioner's report to the Employer attesting to the medical condition of the employee.
- b) When the Employer requires an employee to submit to an examination under this clause, any resulting charge will be the responsibility of the Employer.

## **21.03 Confidentiality of Medical Information**

The Employer and any Union representative who have access to medical information pertaining to any employee shall ensure that such information is maintained in strict confidence and is not to be used for any non-work related purpose.

## **21.04 Leave of Absence**

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation, such time shall be deemed to be time worked. During such leave of

absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

### **21.05 Leave for Medical Appointments**

The current practice of flexibility to schedule medical and dental appointments during working hours will prevail.

## **ARTICLE 22 - HOURS OF WORK**

### **22.01 Standard Working Hours and Days**

(Excluding Technicians Working in the Field)

a) Daily and Weekly Hours

The standard hours of work shall be thirty seven and one-half (37.5) hours per work week, achieved by working seven and one-half (7.5) hours per day Monday to Friday inclusive.

b) Starting and Finishing Times

The standard working hours shall be 8:00 a.m. to 4:30 p.m. At the Employers discretion the authorized variation shall be a starting time between 7:00 a.m. and 9:00 a.m. In the event the Employer intends to implement a change in an employee's hours of work, ten (10) working days notice shall be given to the affected employee(s) prior to the change being implemented.

i) In the event there is a change in the hours of work under this clause and more than one employee is affected the Employer shall respect seniority in choice of shifts.

c) Time Free From Work Between Shifts

The Employer shall ensure that all employees have a minimum of eight (8) consecutive hours free from work between shifts.

### **22.02 Rest Periods**

Each Employee shall be scheduled and take two (2) paid fifteen (15) minute rest periods during each 7.5 hour work day. The first rest break will be provided before the lunch break. No rest period shall be consecutive with the lunch period. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this Agreement.

### **22.03 Lunch Periods**

Each Employee shall be scheduled and take an unpaid lunch period that will result in no

Employee working longer than five (5) consecutive hours, inclusive of the rest period stated in Article 22.02, without a lunch period.

#### **22.04 Days of Rest**

Employees will be entitled to two (2) consecutive days of rest each calendar week. The standard days of rest will be Saturday and Sunday (unless otherwise agreed to by the Union).

#### **22.05 Hours of Work – Part Time Regular Employees**

Except as expressly provided otherwise by this Clause 22.05, the other provisions of this Agreement concerning hours of work shall apply equally to Part Time Regular Employees.

(a) Part Time Hours Of Work Defined

Part time hours of work may involve the standard number of daily hours of work for one (1) or more work days in any work week but must involve less than the standard number of weekly hours of work as defined in Article 22 and must not exceed thirty (30) hours of work in a work week, as an absolute limitation under this Agreement.

(b) Scheduling Hours Of Work

A Part Time Regular Employee's hours of work shall be established at the time of hire or job posting, and this schedule shall be based upon minimum periods of two (2) consecutive calendar weeks. The days to be worked and the daily and weekly hours of work may vary within this established schedule. This established schedule may be changed subsequently by the Employer providing two (2) calendar weeks prior written notice to the Employee or earlier by mutual agreement between the Employer and the Employee.

#### **22.06 Hours of Work - Technicians Working in the Field Only**

The following provisions shall apply to Technicians working in the field only with respect to their hours of work. Except as specifically expressed in writing elsewhere in this Agreement, all other provisions of this Agreement shall apply with respect to employees working under the Technician job classification.

a) Daily and Weekly Hours

The standard hours of work shall be thirty-seven and one-half (37.5) hours per work week, achieved by working seven and one-half (7.5) hours per day Monday through Friday inclusive.



b) Starting and Finishing Times

The standard working hours for all Technicians working in the field shall be as follows:

Start time - 08:00 a.m. at first call of the day  
Finish time - 04:30 p.m. finished last call of the day

The periods free from work, as described above under Articles 22.02 and 22.03, shall be taken during a Technicians standard hours of work. The Parties understand and agree that there must be considerable flexibility in the timing and taking of such breaks in order to properly service the customers of the Employer. Technicians must begin their lunch break between 11:00 a.m. and 1:00 p.m.

- c) All Technicians working in the field are required to use their handheld device immediately upon their arrival at their first call of the day, and immediately upon completing their last call of the day. The time each Technician calls in, as described above, shall be recorded by the system (SAP). There shall be a separate record kept for each individual Technician working in the field. Those records shall be utilized for payroll purposes to determine whether or not a Technician qualifies for overtime rates in accordance with Article 22.07 below.
- d) In the event a Technician is required by the Employer to be at the first call on any given workday by no later than 08:00 a.m., and to do so will require travel in excess of twenty (20) kilometres from the employee's home, all time spent in travel by the Technician from their home to that first call of the day, less twenty (20) minutes, is deemed to be and will be paid as time worked for that day.
- e) All time spent in travel by a Technician from the last call on any given workday, to the home of that Technician, less twenty (20) minutes, is deemed to be and will be paid as time worked for that day, provided that such travel exceeds twenty (20) kilometres.

## **22.07 Overtime Calculation - Technicians Working in the Field Only**

Due to the nature of the work the Parties understand and agree that Technicians working in the field may, from time to time, encounter a situation where there is insufficient time, prior to the end of the standard work day, to make and complete one more customer call within the standard hours of work as described above. In addition, there are situations where a need arises to work beyond the standard work day in order to complete a customer call that was started before the end of the standard work day.

In light of the situations described above the Parties agree that the following shall apply to calculating and determining overtime entitlements for Technicians that work in the field.

- a) A technician working in the field will complete their days work by clearing and confirming the situation with their handheld device. In the event that a technician working in the field completes a service call before the end of the standard work

day, but not prior to 4:00 p.m., the Technician shall be free from work for the remainder of the work day without loss of pay.

- b) Time worked in excess of seven and one-half (7.5) hours on any given standard work day, shall not automatically attract overtime rates, unless such excess hours exceeds eight and one-half (8.5) hours on that same day. All time worked in excess of eight and one-half (8.5) hours shall be paid at the applicable overtime rates under this Agreement.
- c) All time worked by Technicians working in the field, in excess of thirty-seven and one-half (37.5) hours in any given work week, shall be paid at the applicable overtime rates under this Agreement.
- d) All time worked by a Technician on any scheduled day off shall be paid in accordance with the applicable overtime provisions under this Agreement. Such time worked shall not be utilized in any way whatsoever in the calculation of overtime payments under Article 22.07 (c) above.

## **ARTICLE 23 - OVERTIME**

Overtime must be specifically authorized by the supervisor or their designate in order for such overtime to be compensated.

### **23.01 Scheduled Overtime Defined**

The Employer will use its best efforts to provide as much notice as possible in the scheduling of overtime, but in any event no less than eight (8) hours in advance of the commencement of the overtime work to be performed, to those employees who actually work overtime. This work shall be deemed as scheduled overtime for the purpose of this Agreement.

### **23.02 Unscheduled Overtime Defined**

Where an employee who is to work overtime is not advised at least eight (8) hours in advance of the commencement of the overtime work to be performed, such work shall be deemed to be unscheduled overtime for the purpose of this Agreement. The Employer shall notify affected employees for overtime no later than the second hour on the day the overtime is required.

### **23.03 Scheduling Overtime**

All work which is to be performed on an overtime basis shall first be offered on a voluntary basis, subject to the following conditions:

- a) Distributing Scheduled Overtime

Where the Employer has a requirement for overtime work to be performed, the Employer shall ask, in seniority order from highest to lowest, the employees who

normally perform the available work if they want to work the overtime and those employees who accept shall thereby be scheduled in order of seniority to perform the overtime work. If the Employer is unable to secure sufficient personnel to meet the overtime work requirements, the Employer shall have the right to schedule employees in the reverse order of seniority, from lowest to highest, who normally perform the available work and these employees shall perform the overtime work.

b) Distributing Unscheduled Overtime

Where the Employer has a requirement for the performance of unscheduled overtime, the Employer will assign the overtime in reverse order of seniority, from lowest to highest, employees who normally perform the available work and these employees shall perform the overtime work.

### **23.04 Overtime on Standard Work Day**

Calculation of overtime payments for Technicians working in the field and for Truck Drivers shall be in accordance with Article 22.07 of this Agreement.

- a) One and one-half the regular rate of pay (1.5 x) will be paid for all time worked on any standard work day where an employee has worked in excess of:
  - i) Seven and one-half (7.5) hours in any one day;
  - ii) Thirty seven and one-half (37.5) hours in a week, but excluding for the calculation hours in excess of 7.5 in a day.
  
- b) Double (2 x) the regular rate of pay will be paid for all hours worked on any standard work day where an employee has worked in excess of:
  - i) Ten (10) hours in any one day;
  - ii) Forty five (45) hours in a week, but excluding from the calculation hours in excess of 7.5 in a day.

### **23.05 Work on Scheduled Day Off**

An employee required to work on their regularly scheduled day off will be paid double (2x) time for all hours worked.

### **23.06 Work on Paid Holiday (Or Day in Lieu)**

Pay for time worked on any paid holiday, or day in lieu, shall be in accordance with Article 25.

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### **23.07 Rest Period After Overtime**

Except for an emergency, the Employer will ensure that each employee has at least eight (8) consecutive hours free from work between shifts. Where an employee returns to work before the expiration of the eight (8) consecutive hours, they shall receive double time (2x) for each hour worked between the return to work and the expiration of the eight (8) consecutive hours of rest.

### **23.08 Overtime Meal Provisions**

Where an employee is required to work three (3) or more hours before or after their regular shift, a one-half (1/2) hour unpaid meal period will be allowed and the employee will be provided with a meal at no cost or will be provided with a meal allowance of ten (10) dollars.

### **23.09 Calculation of Hourly Rate**

For conversion purposes only, regular rates of pay shall be determined by dividing annual salaries by 1950.

## **ARTICLE 24 - VACATIONS AND VACATION PAY**

- The parties agree in principle with the alignment of the annual vacation of the bargaining unit members with the Cie policy.
- The unionized employees currently in the bargaining unit would not lose any benefit as a result of this alignment.
- The changes required in the language will initially be agreed upon by the negotiating parties and then presented to the membership within the next 60 days.
- The new cycle would start with the selection of the annual vacation in accordance with 24.06 in December 2022.

### **24.01 Annual Vacation**

Full-Time Regular and Part-Time Regular Employees will earn and receive annual vacation with pay and as set out below:

- i) during the first three (3) years of employment, two weeks per year.
- ii) after three (3) years employment, three weeks per year.
- iii) after six (6) years of employment, four weeks per year.
- iv) after twelve (12) years of employment, five weeks per year.
- v) after eighteen (18) years of employment, six (6) weeks per year.

### **24.02 Vacation Pay**

An employee shall earn vacation with pay at the following rates:

- i) 4% of vacationable earnings related to service during the first three (3) years of employment.
- ii) 6% of vacationable earnings related to service for three (3) to six (6) years of employment, inclusive.
- iii) 8% of vacationable earnings related to service for seven (7) to twelve (12) years of employment, inclusive.
- iv) 10% of vacationable earnings related to service for thirteen (13) to eighteen (18) years of employment, inclusive.
- v) 12% of vacationable earnings related to service beyond eighteen (18) years of employment.

### **24.03 Year-of-Hire Vacation Entitlement**

The vacation year is from April 1 to March 31.

On commencing Full-Time Regular and Part-Time Regular employment, a new employee shall be advanced vacation credits for the remainder of that vacation year, but may not take vacation until completion of six (6) months continuous employment.

#### **24.04 Proration of Vacation Entitlement**

An employee who is absent from work for a period not exceeding thirty-seven (37) weeks, or such other period as prescribed by law, due to: maternity, or parental, or disability leave, will not have their vacation entitlement reduced. Vacation entitlement will be prorated for absences in excess of thirty-seven (37) weeks.

#### **24.05 Vacation Selection**

All vacation requests must be approved by the Employer and no more than fifteen (15) days vacation may be taken at one time, unless otherwise approved by the Employer.

- a) Employees shall select their vacation periods in order of seniority, from highest to lowest, on or before December 15<sup>th</sup> of each vacation year, however, only one (1) vacation period shall be selected by seniority until all employees have selected one (1) period. Subsequently, all employees who have chosen to take their vacation in broken periods shall select in order of seniority, from highest to lowest, for a second vacation period and again for subsequent periods until all periods are chosen.
- b) All vacation selections shall be approved by January 15<sup>th</sup> of each vacation year. The Employer may refuse to approve a vacation request where the request or requests conflict with essential operational requirements of the business. Any embargo periods must be identified by the Employer prior to the commencement of the selection process in Article 24.06 a).
- c) Except for vacation requests submitted between December 16<sup>th</sup> to January 15<sup>th</sup> of the following year, vacation requests will receive a response within five (5) working days of submission of the request.
- d) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

#### **24.06 Banking Vacations**

- a) Employees may carry forward a maximum of fifteen (15) days vacation credits to the following year provided it is taken by September 30<sup>th</sup> of the following vacation year.
- b) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

#### **24.07 Postponement of Scheduled Vacation**

- a) An employee's period of vacation once approved will only be postponed by the Employer due to operational requirements and such postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee. An

employee's scheduled vacation may only be postponed once by the Employer in any calendar year.

- b) The Employer will reimburse the employee for any direct costs incurred by the employee due to the postponement of a scheduled vacation at the Employer's request.

#### **24.08 Call Back from Vacation**

- a) Employees who have commenced their vacation shall not be called back to work, except by mutual agreement between the employee and the Employer, in which case the period of postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee.
- b) In the event that an employee is called back to work from a vacation the Employer will reimburse the employee for any direct cost incurred as a result of the call back.

#### **24.09 Paid Holiday Coinciding with a Day of Vacation**

Where a paid holiday occurs during an employee's vacation, the provisions of Article 25.07 shall apply.

#### **24.10 Overlap of Vacation With Leave(s) of Absence**

When an employee is qualified for sick leave, family leave (bereavement, etc.) or any other approved leave of absence with pay during a vacation period, there shall be no deduction from their vacation credits for such leave. The period of vacation so displaced by the applicable leave of absence shall be taken at a time mutually agreed between the employee concerned and the Employer.

#### **24.11 Termination of Employment**

- a) On termination of employment, an employee is only entitled to vacation accrued and not taken up to the date of termination .
- b) The vacation payout indicated in paragraph a) above will be provided to the terminated employee at the same time as of the Record of Employment
- c) Upon termination, the Employer is entitled to repayment in full of any and all vacation taken but not accrued by the terminated employee at the date of termination

## ARTICLE 25 - PAID HOLIDAYS

### 25.01 Paid Holidays

- a) For the purpose of this Agreement, the following are acknowledged as paid holidays:

|                 |  |
|-----------------|--|
| New Year's Day  | Labour Day                                       |
| Good Friday     | Thanksgiving Day                                 |
| Remembrance Day | Victoria Day                                     |
| Christmas Day   | Canada Day                                       |
| Boxing Day      | BC Day   |
| Family Day      | <u>National Day for Truth and Reconciliation</u> |

- b) In addition to the above, the Employer will grant one-half (1/2) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal work days, for all employees at work on these days without loss of pay.
- c) In addition to the above, any other public holiday gazetted, declared or proclaimed by the the Government of the Province of British Columbia shall be deemed to be Paid Holiday for the purposes of this Agreement.
- d) In addition to the Paid Holidays, permanent full-time employees who have completed the initial period of probation are entitled to three (3) floater days off during each year of their employment. The Floater day must be taken in the year of entitlement and may not be banked. An employee will not be compensated for days not taken.
- e) Prior to scheduling and taking a floater day, an employee must apply for approval to their manager whose consent will not be unreasonably withheld.
- f) An employee who is required to work on a floater day will receive a day off in lieu to be arranged by agreement between the employee and their manager.

### 25.02 Holiday Pay

Provided an employee has completed thirty (30) days of employment with the Employer and has worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the General Holiday the employee will be entitled as follows:

- a) Payment for Paid Holidays observed (or any days in lieu thereof) shall be made at an employee's base rate, except that if an employee has been working immediately prior to the holiday observed in a job with a higher salary rate than the employee's normal job, the employee shall be paid for the holiday at the higher salary rate.
- b) The above provision shall apply provided that on the working day immediately before and on the working day immediately following the Paid Holiday, the



employee was at work, on sick leave (excluding a long term disability period), or on annual vacation, or on approved leave of absence (if the leave of absence does not exceed thirty (30) calendar days) and the employee returns to work on their scheduled return date.

### **25.03 Holidays Falling on Saturday or Sunday**

When a Paid Holiday falls on a Saturday or a Sunday, the Employer shall observe the holiday on either the preceding Friday or the succeeding Monday and the Employer shall advise the employees at least six (6) months in advance of the day to be observed as a holiday.

### **25.04 Holidays Falling on a Day of Rest**

When a Paid Holiday falls on an employee's rest day, the employee shall be entitled to a day off work with pay in lieu of the holiday observed. The day off in lieu will be designated by the Employer at least one (1) month in advance.

### **25.05 Work on a Scheduled Holiday**

- a) An Employee who works on a scheduled Paid Holiday (or day in lieu thereof) shall be paid two (2) times their base hourly rate for all hours worked in that day and the employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be by mutual agreement between the Employee and the Employer.
- b) A minimum of four (4) hours at two times (2x) the Employee's base hourly rate will apply to any work on a Paid Holiday, or day in lieu.

### **25.06 Scheduling Work On Paid Holidays**

- a) Where the Employer has a requirement for work to be performed on any Paid Holiday, or day in lieu, the Employer will, subject to the employees ability to perform the work, offer the work to the employees who normally perform the available work in accordance with their seniority order from highest to lowest.
- b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a Paid Holiday or day in lieu, the Employer may, subject to the employee's ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from lowest to highest.
- c) The Employer will, except in the case of a bona fide emergency beyond its control, use its best efforts to give as much notice as possible to the employees affected prior to scheduling work on any Paid Holiday or day in lieu.

## **25.07 Holiday Coinciding with a Day of Vacation**

For each Paid Holiday, (or day in lieu thereof), which falls within an employee's vacation period, the employee shall be paid holiday pay and they shall receive one (1) extra day of paid vacation, to be taken in conjunction with the employee's vacation or at another time mutually agreed between the Employer and the employee.

## **ARTICLE 26 - LEAVE OF ABSENCE**

### **26.01 Maternity Leave**

- a) Leave of absence without pay for a continuous period not exceeding seventeen (17) weeks will be granted to regular employees for maternity reasons.
- b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Human Resources Department as soon as is reasonable within the second trimester.
- c) Employees will notify the Company at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. This leave may commence no more than 13 weeks prior to the week in which the predicted week of confinement occurs or any time thereafter at the request of the employee. Should the employee suffer mental or physical illness as a result of pregnancy she shall, on the recommendations of her physician in consultation with the Company's appointed Doctor, commence her leave of absence immediately.
- d) Once the employee has commenced her leave of absence she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- e) A request for shorter period under Subsection (d) shall be given in writing to the employer at least one week before the date the employee proposes to return to work, and if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- f) Should the employee suffer mental or physical illness as a result of childbirth she may, upon presenting to the Company a medical report from her physician apply to the Company for an extension of the seventy-eight (78) weeks leave of absence to a date recommended by the physician.
- g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.

- h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- i) Employees desiring to return to regular employment following maternity leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.
  - i. In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Company at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the company with a certificate of a medical practitioner stating that the employee is able to resume work.
- j) On return from maternity leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- k) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- l) If the employee elects to continue to pay her share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while she is on leave.
- m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company.
- n) When an employee on maternity leave fails to notify the Company of her desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
  - i. promotion of another employee from within the department or;

- ii. changing the status of the temporary employee who relieved the employee on maternity leave.
- o) The Company will continue to pay the employer's portion of the employee's benefit premiums while the employee is on maternity leave.

## **26.02 Parental Leave**

- a) An employee may, upon four (4) weeks written notice, request leave without pay:
  - i) For a birth mother who takes maternity leave, up to sixty-one (61) consecutive weeks;
  - ii) For a birth mother who does not take maternity leave, up to sixty-two (62) consecutive weeks.
  - iii) For the other parent, up to sixty-two (62) consecutive weeks.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- b) In the case of the natural mother, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article 26.01. In no case will the combined maternity and parental leave exceed seventy-eight (78) weeks.
- c) In the case of the other parent, this leave must be taken within the sixty-two (62) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Company proof of the child's birth.
- d) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- e) If the employee elects to continue to pay their share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while they are on leave.

## **26.03 Adoption Leave**

- a) An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to sixty-two (62) consecutive weeks, without pay, beginning within seventy-eight (78) weeks after the birth or placement of the child with the parent. An employee shall be entitled to extend the adoption leave by way up to an additional five (5) weeks leave without pay, where the child is at

least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- b) In order to be eligible for leave of absence under this article, the employee shall be required to furnish the company proof of adoptions.
- c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- d) If the employee elects to continue to pay their share of the premium cost of the benefit plans then the Company will continue to pay the employer's portion of the benefit premiums while they are on leave.
- e) When an employee on adoption leave fails to notify the Company at least thirty (30) days prior to his intended date of return to work, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
  - i) promotion of another employee from within the department or;
  - ii) changing the status of the temporary employee who relieved the employee on adoption leave.

#### **26.04 Family Responsibility Leave**

Parental leave shall be granted consistent with the Employment Standards Act of British Columbia or any other applicable legislation in force and effect at that time.

#### **26.05 Bereavement Leave**

- a) Leave of absence with pay for five (5) working days shall be granted an employee in the event of a death of a child, spouse, common law spouse, same sex spouse, mother, father, step-father and step-mother.
- b) Leave of absence with pay for three (3) working days shall be granted an employee in the event of a death of a brother or sister, half-brother, half-sister and parents-in-law.
- c) For any other relative, one (1) day.

#### **26.06 Jury Duty**

The Employer encourages employees to fulfill their civic responsibilities. Employees will be paid their base salary, less pay received from the court for those days participating in selection for or serving on a jury, or attending as a witness in a Company-related case.

However, the employee will be required to show their supervisor the summons to participate in selection for or serve on a jury prior to the time they are scheduled to serve. After completion of jury duty, they must furnish the supervisor with evidence of having served on a jury for the time claimed.

### **26.07 Day Off Before Wedding**

Any employee who is getting married will be given one (1) day off with pay prior to their wedding day. The supervisor must be notified at least two weeks in advance in writing.

### **26.08 Paid Sick Leave**

- a) All employees shall be entitled to eight (8) paid sick days per calendar year.
- b) New employees shall not be granted paid sick leave during their probationary period pursuant to Article 13.01. Following successful completion of the probationary period an employee shall be granted paid sick leave on a prorated basis retroactive to the date the new employee was initially hired. Proration of paid sick leave entitlements for new employees shall be based on one-point (1.3) days for each two months or portion thereof remaining in that calendar year.
- c) Unused paid sick leave entitlements shall be banked to a maximum of twelve (12) working days, exclusive of the employee's annual entitlement.

### **26.09 Moving Day**

A permanent employee will be granted one (1) day with pay per calendar year when the employee is changing their personal residence. The Employee will provide a Postal change of address card as proof of the move.

### **26.10 Military Duty**

Employees who participate in activities related to the reserve component of the Canadian Armed Forces shall be granted leave of absence without pay for this purpose.

### **26.11 Religious Holidays**

Leave of absence without pay for religious holidays may be granted provided that the employee gives appropriate notice to the Employer. The approval of such leave shall not be unreasonably denied by the Employer.

### **26.12 Workers' Compensation Leave**

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation and such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

### **26.13 Compassionate Care Leave**

- a) An Employee may request and shall receive up to 8 weeks of unpaid leave to provide care or support to a family member, as defined in the *Employment Standards Act* Compassionate Care Leave Regulation, if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
  - (i) the date the certificate is issued, or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- b) The Employee must give the employer a copy of the certificate as soon as practicable.
- c) The Employee may begin a leave under this Article 26.13 no earlier than the first day of the week in which the period under Article 26.13 (a) begins.
- d) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- e) A leave taken under Article 26.13 must be taken in units of one or more weeks.
- f) If an Employee takes a leave under Article 26.13 and the family member to whom Article 26.13 (a) applies does not die within the period referred to in that Clause, the Employee may take a further leave after obtaining a new certificate in accordance with Article 26.13 (b), and Articles 26.13 (c) through (e) apply to the further leave.

### **26.14 Other Leaves of Absence**

Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Wherever possible leave of absence should be requested in writing at least one (1) week before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.

- a) In the event a leave of absence pursuant to Article 26.13 exceeds one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted under Article 26.13. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

## **26.15 Domestic or Sexual Violence Leave**

The Employer will grant an employee up to five (5) days of unpaid leave of absence to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for additional unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

- (a) The Employer will grant unpaid leave, in units of one or more days or in one continuous period, and
- (b) in addition to the period of time referred to in paragraph (a), additional unpaid leave can be authorized for unusually compelling circumstances.

## **ARTICLE 27 - SECURITY OF BARGAINING UNIT WORK**

### **27.01 Exclusivity of Bargaining Unit Work**

The Parties recognize that some amount of bargaining unit work has been done by non-bargaining unit employees. The Parties agree that such a practice shall continue, however, there shall be no expansion of this historical level unless otherwise allowed by this Agreement. Subject to the foregoing, the Parties agree that:

- a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome short term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.

### **27.02 Work from Home**

- a) When pre-approved by the Employer, Employees in the bargaining unit can perform bargaining unit work from their personal domicile (home).
- b) Employees taking in-house and/or web-based training courses that have additional work to be performed outside of the normal training hours may elect to complete the additional work at home. The Employee must receive approval from their supervisor in advance, and the time spent completing the additional work at home will be compensated in accordance with Article 23.



## **ARTICLE 28 - MAINTAINING LABOUR RELATIONS**

### **28.01 Adjustment Plan**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of members of the bargaining unit to which this Agreement applies, the Employer will comply with the relevant provisions of the Labour Relations Code.

### **28.02 Joint Consultation**

- a) On the request of either Party, the Parties shall meet as the need arises but no less than once every six (6) months for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.
- b) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

## **ARTICLE 29 - SAVINGS PROVISIONS**

### **29.01 Government Action Affecting Agreement**

- (a) If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:
  - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
  - (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 29.01(a) above.
  - (iii) If mutual agreement cannot be reached as provided in Clause 29.01(a)(ii) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.
- (b) Where legislation provides better terms and conditions of employment for any Employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

## **29.02 Change In Benefit Levels**

- (a) If the premium or any other amount paid by the Employer for any Employee benefit provided for in this Agreement is reduced as a result of any legislative action, the amount of the saving, in full, shall be used to increase other benefits available to the Employees, as may be mutually agreed to between the Parties, failing which the matter shall be subject to the grievance and arbitration procedures contained in this Agreement, commencing at Step II of the grievance procedure.
  - (i) For the purpose of this Clause 29.02(a), it is agreed that a reference to Step II of the grievance procedure can be at the initiation of either Party, providing it is done within sixty (60) calendar days following the date of the unsatisfactory conclusion of the relevant negotiations.
- (b) Except as expressly provided otherwise by this Agreement, all Employee benefits and Employer contributions shall not be reduced or changed during the life of this Agreement without first reaching mutual agreement between the Parties.

## **29.03 Superior Terms And Conditions To Continue**

Employees receiving wages, benefits, entitlements or other terms and/or conditions of employment superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior wages, benefits, entitlements or other terms and/or conditions of employment are surpassed by the provisions of succeeding Agreements.

## **29.04 Continuation Of Existing Practices**

Existing working conditions and practices, whether written or oral, which are not specifically referred to in this Agreement and which are not in conflict with any of its provisions and which have been established by custom and/or usage shall continue in full force and effect and shall not be altered during the life of this Agreement, except by mutual written agreement between the Employer and the Union.

## **29.05 Authority Of Arbitrator**

The Arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.

## **ARTICLE 30 - NO STRIKE OR LOCKOUT**

### **30.01 No Strike or Lockout**

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia.

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

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike or lockout as defined in the Labour Relations Code of British Columbia. Any employee thus failing to report for duty at the premises of the Employer shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

## **ARTICLE 31 - GENERAL PROVISIONS**

### **31.01 Bonding**

If the Employer requires any employee to be bonded, the cost of such bonding shall be paid for by the Employer.

### **31.02 Preparation and Distribution of the Collective Agreement**

- a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Parties.
- b) Prior to printing any copy of this Agreement for distribution to bargaining unit employees, the Employer shall consult with the Union with respect to the design and format for the Agreement.
- c) The Employer agrees to explain fully the terms of this Agreement as to the rights, entitlements and responsibilities of all employees covered by this Agreement to all of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

### **31.03 Employee Parking Arrangements**

The Employer, Konica Minolta Business Solutions Canada, agrees to provide free parking at their office sites for their employees.

## **ARTICLE 32 – REGISTERED RETIREMENT SAVINGS PLAN**

### **32.01 Retirement Plan**

The Employer's retirement plan is designed to supplement the government programs and to provide the employee with retirement income. This Retirement Plan shall be deemed to form part of and be incorporated into this Agreement. The Retirement Plan provisions shall be set out in full in Appendix "C" of this Agreement.

### **32.02 Participation in the Retirement Plan**

Participation in the Retirement Plan shall be voluntary for all Employees in the bargaining unit, upon completion of three (3) months of continuous employment with the Company. In order to be eligible to receive the Company contribution under the Deferred Profit Sharing Plan (DPSP) portion of the Plan, Employees are required to be actively participating in the Company RRSP.

### **32.03 Contribution Rates**

The Employee may contribute one percent (1%), two percent (2%), three percent (3%) or four percent (4%) of their salary to the Retirement Plan and may also make additional voluntary contributions. The Company will make a periodic contribution (out of the Company's profits, either current or accumulated) to the Deferred Profit Sharing Plan (DPSP) on the employee's behalf.

The contribution amount will be up to a maximum of the lesser of 4% of the employee's eligible monthly earnings for that year or the annual Defined Contribution Pension Plan (DCPP) contribution limit (subject to a limit of up to a maximum of 1/3 of the Pension limit), which may change as provided in the Income Tax Act (Canada). All contributions to the DPSP are company funded.

Note: "periodic contributions", currently, is defined as deposited every pay period.

**ARTICLE 33**

**33.01 Employment Insurance Premium Reduction**

The Employer shall meet the Employment Insurance premium reduction requirements as described in the Employment Insurance Act and Employment Insurance Regulations.

This Agreement is signed on this 2nd day of May, 2022.

**FOR  
KONICA MINOLTA BUSINESS  
SOLUTIONS CANADA**



Carl Phinney,  
Market Service Manager, Western Canada

**FOR  
CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES  
UNION LOCAL 378**



Shawn Lakusta  
Union Representative

**Appendix "A"**  
**APPENDIX "A"**

**TECHNICIAN - SALARY SCALES**

April 1, 2021 – \$500 lump sum less statutory deductions at time of ratification

April 1, 2022 – 2% increase to current wages

April 1, 2023 – 2% increase to current wages

**TECHNICIAN – SALARY SCALES**

Effective April 1<sup>st</sup>, 2021

| April 1, 2021     | TRAINEE      | TECH 1        | TECH 2         | TECH 3         | TECH 4         | TECH 5      |
|-------------------|--------------|---------------|----------------|----------------|----------------|-------------|
| Length of Service | 0 – 6 months | 7 – 18 months | 19 – 30 months | 31 – 42 months | 43 – 54 months | 55+ months  |
| Field Technician  | \$39,811.62  | \$42,841.02   | \$45,874.50    | \$48,910.02    | \$51,942.48    | \$54,972.90 |
| Shop Technician   | \$39,811.62  | \$42,841.02   | \$45,874.50    | \$48,910.02    | \$51,942.48    | \$54,972.90 |

| April 1, 2022     | TRAINEE      | TECH 1        | TECH 2         | TECH 3         | TECH 4         | TECH 5      |
|-------------------|--------------|---------------|----------------|----------------|----------------|-------------|
| Length of Service | 0 – 6 months | 7 – 18 months | 19 – 30 months | 31 – 42 months | 43 – 54 months | 55+ months  |
| Field Technician  | \$40,607.85  | \$43,697.84   | \$46,791.99    | \$49,888.22    | \$52,981.33    | \$56,072.36 |
| Shop Technician   | \$40,607.85  | \$43,697.84   | \$46,791.99    | \$49,888.22    | \$52,981.33    | \$56,072.36 |

| April 1, 2023     | TRAINEE      | TECH 1        | TECH 2         | TECH 3         | TECH 4         | TECH 5      |
|-------------------|--------------|---------------|----------------|----------------|----------------|-------------|
| Length of Service | 0 – 6 months | 7 – 18 months | 19 – 30 months | 31 – 42 months | 43 – 54 months | 55+ months  |
| Field Technician  | \$41,420.01  | \$44,571.80   | \$47,727.83    | \$50,885.98    | \$54,040.96    | \$57,193.81 |
| Shop Technician   | \$41,420.01  | \$44,571.80   | \$47,727.83    | \$50,885.98    | \$54,040.96    | \$57,193.81 |

April 1<sup>st</sup>, 2021    0% - one-time lump sum of \$500 (less statutory deductions)

April 1<sup>st</sup>, 2022    2% increase to current wages

April 1<sup>st</sup>, 2023    2% increase to current wages

## APPENDIX "B"

### BENEFITS

The following is a summary of the company's flexible benefit plan. The full plan will be available on the portal site.

### Health Benefits Summary

Change to Sun Life Financial

Benefit Booklet – Contract Number 100955 and 150355 - Effective January 1, 2013.

Sun Life Financial is the provider for Life coverage

| Plan Element                 | Basic   | Comprehensive   | Enhanced  |
|------------------------------|---|---|---|
| Health – Drugs               | 60% reimbursement<br>Pay Direct Drug Card<br>\$8.00 dispensing fee<br>cap/\$8.00 per<br>prescription<br>deductible in Quebec<br>\$100,000 annual<br>maximum<br>\$2,000 out-of-pocket<br>maximum | 80% reimbursement<br>Pay Direct Drug Card<br>\$8.00 dispensing fee<br>cap/\$8.00 per<br>prescription<br>deductible in Quebec<br>\$100,000 annual<br>maximum<br>\$1,500 out-of-pocket<br>maximum | 90% reimbursement<br>Pay Direct Drug Card<br>\$8.00 dispensing fee<br>cap/\$8.00 per<br>prescription<br>deductible in Quebec<br>\$100,000 annual<br>maximum<br>\$1,000 out-of-pocket<br>maximum |
| Health – Paramedical         | No coverage   | 80% reimbursement<br>\$500 per practitioner<br>maximum<br>\$1,000 combined<br>maximum   | 90% reimbursement<br>\$1,500 combined<br>maximum  |
| Health – Vision Care         | No coverage   | \$300 per 24 month<br>period for<br>glasses/contact<br>lenses<br>\$60 for 1 eye exam<br>per year (separate<br>from vision<br>maximum)   | \$400 per 24 month<br>period for<br>glasses/contact<br>lenses<br>\$60 for 1 eye exam<br>per year (separate<br>from vision<br>maximum)   |
| Health – Hospital            | Ward room only  | 100% semi private<br>room coverage  | 100% private room<br>coverage   |
| Health – Out of<br>Country   | 100% emergency<br>coverage<br>No referral coverage<br>\$3 million lifetime<br>maximum   | 100% emergency<br>coverage<br>No referral coverage<br>\$3 million lifetime<br>maximum   | 100% emergency<br>coverage<br>80% referral<br>coverage<br>\$3 million lifetime<br>maximum   |
| Health – Other<br>Health     | No coverage   | 80% reimbursement   | 90% reimbursement   |
| Health – Lifetime<br>maximum | \$5 million   | \$5 million   | \$5 million   |

|                           |  |  |  |
|---------------------------|--|--|--|
| Dental – Fee guide        | Current  | Current  | Current  |
| Dental – Co-insurance     | 80% preventative & diagnostic<br>60% basic coverage<br>No major coverage                                   | 100% preventative & diagnostic<br>80% basic coverage<br>50% major coverage                                 | 100% preventative & diagnostic<br>90% basic coverage<br>60% major coverage                                 |
| Dental – Recall Frequency | 9 months (6 months for children)   | 9 months (6 months for children)   | 6 months (incl. children)  |
| Dental – Maximum          | \$500 annual maximum   | \$1,500 annual combined maximum  | \$2,500 annual combined maximum  |
| Dental - Orthodontic      | No coverage  | For children under age 20<br>50% to \$1,500 lifetime maximum   | For children under age 20<br>60% to \$3,000 lifetime maximum   |
| Basic Life                | <u>2x basic annual salary</u><br>(\$50,000 min to \$500,000 max)   | <u>2x basic annual salary</u><br>(\$50,000 min to \$500,000 max)   | <u>2x basic annual salary</u><br>(\$50,000 min to \$500,000 max)   |
| Optional Life             | Units of \$10,000 with dependent coverage available (incl. child)  | Units of \$10,000 with dependent coverage available (incl. child)  | Units of \$10,000 with dependent coverage available (incl. child)  |
| Dependent Life            | No coverage  | No coverage  | No coverage  |
| Basic AD&D                | No coverage  | No coverage  | No coverage  |
| Optional AD&D             | No coverage  | No coverage  | No coverage  |
| Optional Critical Illness | Available<br>\$20,000 minimum coverage amount  | Available<br>\$20,000 minimum coverage amount  | Available<br>\$20,000 minimum coverage amount  |
| STD                       | Salary continuance<br>4 weeks @ 100% basic earnings<br>5-26 weeks @ 70% basic earnings<br>26 week duration | Salary continuance<br>4 weeks @ 100% basic earnings<br>5-26 weeks @ 70% basic earnings<br>26 week duration | Salary continuance<br>4 weeks @ 100% basic earnings<br>5-26 weeks @ 70% basic earnings<br>26 week duration |
| LTD                       | 60% of monthly basic earnings<br>Non-taxable benefit<br>26 week elimination period                         | 60% of monthly basic earnings<br>Non-taxable benefit<br>26 week elimination period                         | 60% of monthly basic earnings<br>Non-taxable benefit<br>26 week elimination period                         |



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## APPENDIX "C"

### RETIREMENT SAVINGS PLAN

Refer to Manulife Retirement Program Booklet

- RRSP policy #20001812
- DPSP policy #30001812
- TFSA policy #41001812

## APPENDIX "D"

### JOB DESCRIPTIONS

#### **Job Description: FIELD TECHNICIAN (Levels 1-5)**

*Profile: Provide the highest levels of customer satisfaction while managing and maintaining a service territory.*

#### **Duties/Responsibilities:**

- Repair and maintain all assigned equipment serviced by Konica Minolta
- Set-up and install equipment, both in-house and at customer sites
- Maintain tool kit, supplies and accurate trunk inventory
- Discuss training requirements with manager
- Attend training courses which may include after-hours travel and overnight/weekend stays
- Maintain effective relationships with customers and fellow employees
- Assist other team members as required
- Liaise with sales and administrative staff
- Complete all service reports (e.g., call closure info and inventory count) accurately and on time
- Able to work efficiently with minimal supervision
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- After hours work and assisting other bargaining unit branches may be required
- Perform other relevant duties as assigned by Management

#### **Skills/Qualifications**

- Community College Certificate in Electronic Engineering Technology (or equivalent) preferred
- Install and troubleshoot basic printing and scanning solutions
- Working knowledge of basic print colour theory
- Strong interpersonal and communication skills, both verbal and written
- Ability to work under pressure
- Ability to handle customer complaints
- Own vehicle with valid insurance and appropriate coverage
- Valid driver's license and good driving record
- CompTIA A+, Net+, Microsoft certification preferred
- Konica Minolta Outward Professional Certification
- Ability to travel within Canada and U.S. and provide and maintain valid passport at own expense

Position reports to: Field Service Supervisor or Service Manager

## **Job Description: SHOP TECHNICIAN**

*Profile: Maintain the highest standards of quality, productivity, professionalism and team spirit while undertaking all shop activities relating to the sales and service.*

### **Duties/Responsibilities**

- Set-up and prepare equipment for delivery to customers
- Install new firmware on new equipment prior to delivery
- Provide in-house telephone support for customer inquiries
- Maintain tool kit, supplies and accurate shop inventory
- Attend formalized training courses on current equipment
- Maintain an up to date file of service manuals, parts books and other service literature
- Liaise with sales, shipping and administrative staff
- Complete all service reports correctly and on time
- Must maintain a clean shop environment
- Follow and support policies and procedures set forth by Konica Minolta Business Solutions (Canada) Ltd.
- Perform other relevant duties as assigned by Management

### **Skills/Qualifications**

- Community College Certificate in Electronic Engineering Technology (or equivalent) preferred
- Strong interpersonal and communication skills
- Ability to work under pressure
- A+ certification preferred
- MCP / MCSE certification an asset

Position reports to: Shop Supervisor and Service Manager

**APPENDIX "E"**

**Letter Of Agreement #1  
between  
Konica Minolta Business Solutions Canada  
and  
Canadian Office And Professional Employees Union - Local 378**

**Re: Article 18.03(a)**

Notwithstanding the provisions of the above captioned Article the parties to this agreement agree to administer the payment of kilometres for distance travelled during hours of work as follows:

- Travel in excess of twenty (20) kilometres from the employees home to their first call shall be paid.
- Travel in excess of twenty (20) kilometres from the employees last call to their home shall be paid.
- Mileage from the employees home to the office and mileage from the office to their home is not paid.

(Originally Signed - Dated this **8th** day of **June, 1995**)

**APPENDIX "E"**

**Letter Of Understanding #2  
between  
Konica Minolta Business Solutions Canada  
and  
Canadian Office And Professional Employees Union - Local 378**

**Re: Work Leadership Responsibilities**

Work leadership responsibilities shall be as follows:

- a) may perform duties largely similar to those whose work they direct;
- b) may perform duties related to but at a higher level than the work of the subordinates whom they direct;
- c) relieves the Supervisor of detailed supervision of routine aspects of the work by:
  - i) ensuring even work flow and consistency of effort;
  - ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
  - iii) transmitting the Supervisor's instructions to other employees;
  - iv) performing a quality control function in respect to subordinates;
  - v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
  - vi) assists the Supervisor in his responsibilities by providing on the job detailed training to Employees with respect to the performance of their job duties.

(Originally Signed - Dated this **8th** day of **June, 1998**)

## **APPENDIX "E"**

### **Letter Of Understanding #6 between Konica Minolta Business Solutions Canada and Canadian Office And Professional Employees Union - Local 378**

#### **Re: Grievance #12-0736 – Security of Bargaining Unit Work**

1. The Settlement Agreement shall provide final and binding settlement of Union grievance #12-0736, related to the security of bargaining unit work. By signature of the duly authorized representatives hereinafter affixed, the parties accept this settlement on a "without prejudice of precedent" basis except as concerns those matters specifically herein addressed.
2. The Employer shall assign work to Field Service Technician(s) in a geographical service area as determined by the employer, in a manner that is consistent Article 18.05 of the Collective Agreement, including copy volume.
3. The Employer agrees to train Field Service Technicians as per Article 17.06 of the Collective Agreement.
4. The Employer shall ensure that Article 18.05 and all other relevant articles of the Collective Agreement are followed when assigning service areas to the Field Service Technicians.
5. The Employer shall ensure that each MIF has a designated primary and secondary Field Service Technician.
6. The Employer shall ensure that the secondary Field Service Technician is chosen from within the bargaining unit if the primary Field Service Technician is also a member of the bargaining unit. In cases where no bargaining unit technician is available, as per Article 27.01(a), the Employer may utilize non-bargaining unit employees.
7. Based on geographic area reviews which include MIF, response time and overall customer service performance, the Employer may increase or decrease the size of the geographic service areas in accordance with Articles 12 and 13 of this settlement agreement and the Collective Agreement.
8. If the Employer determines that a new geographic service area is required, a general adjustment of existing geographic service area and accounts may become necessary and the Employer shall do so in accordance with the terms of this Settlement Agreement and the Collective Agreement.
9. If the Employer determines that one or more additional Field Service Technicians are required in industry segment 1-5, from current levels, hiring will occur equally between Burnaby and Richmond locations, beginning with Richmond. When the Employer hires one or more new Field Service Technician(s) either in Burnaby or Richmond, the next Field Service Technician(s) hired will be in the other location. (IE: one (1) or more employee(s) hired in one (1) location means the next hire(s) will be in the other location, regardless of timeline).
10. If the Employer determines that a reduction in Field Service Technicians is required in industry segment 1-5, due to reduction in business volume and a reduction in the existing number of geographic service areas, the Employer shall lay off Field Service Technician(s)

on an equal basis between Burnaby and Richmond, beginning in Burnaby. The next lay off in Field Service Technician(s) will be in the other location. (IE: one (1) or more employee(s) laid off in one (1) location means the next layoff will be in the other location, regardless of timeline).

11. The Employer shall notify the Union on any occasion that the office technician headcount is increased or decreased at the Burnaby location.
12. Existing customers as of the date of this agreement, also known as 'legacy customers', may be assigned by the Employer to the newly created geographic service areas and to the Field Service Technician designated by the employer, regardless of the assignment prior to the date of the present agreement.
13. All new office machines, as per industry segment 1 to 5, will be assigned to the geographic service area related to the customer's required location.
14. A single customer may have locations in two or more geographic service areas. For this reason, it is further understood that a single customer may be serviced by both Richmond and Burnaby Field Service Technicians.
15. It is agreed by the parties that the deletion of #15 will not be used as an argument or otherwise at the Labour Relations Board of British Columbia to increase and/or to extend the current bargaining unit described in article 4.01.
16. Existing production print machines (industry segment 6), serviced as of the date of this agreement, will continue to be serviced by the Field Service Technicians who currently service them.
17. All customers in the Greater Vancouver Area and Prince George that are unionized shall receive service from Field Service Technicians who are members of the bargaining unit, if requested by the customer.
18. The present Settlement Agreement is not intended to expand the Union's bargaining rights beyond the Richmond facility.
19. In the event of any dispute between the parties concerning this interpretation, application, operation, or any alleged violation of any provision of this Settlement Agreement, it is agreed that such dispute shall be subject to resolution by recourse to the arbitration procedures contained in the applicable Collective Agreement.
20. The terms of this Settlement Agreement set out the entire Agreement between the parties and are intended to be contractual and not a mere recital.
21. The parties declare that they have carefully read and understood this agreement and have received independent legal advice prior to executing the same, or that they have waived their right to independent legal advice, and that they are not under any legal disability.

This Agreement is signed on this 2nd day of May, 2022.

**FOR THE EMPLOYER**



Carl Phinney,  
Market Service Manager, Western Canada

**FOR THE UNION**



Shawn Lakusta  
Union Representative

*This Letter of Understanding will remain as a Letter of Understanding until modified or adjusted by mutual agreement of the parties.*

**APPENDIX "E"**

**Letter Of Understanding #7  
between  
Konica Minolta Business Solutions Canada  
and  
Canadian Office And Professional Employees Union - Local 378**

**Re: Employee Consultation re Production Machine Technicians**

A committee of three (3) Union Representatives, one of who will be the Union Representative, and the Employer will meet within six (6) months to discuss existing barriers and concerns and potential opportunities of the Richmond Production Machine Technicians participating with the existing Production Team.

(Originally Signed - Dated this **8th** day of **September, 2015**)



**APPENDIX "E"**

**Letter Of Understanding #8  
between  
Konica Minolta Business Solutions Canada  
and  
Canadian Office And Professional Employees Union - Local 378**

**Re: Article 18.03 Car Allowance**

This Letter of Agreement is intended to supersede the language of Article 18.03. The parties agree that employees will be reimbursed in accordance with the national MODUS reimbursement program. The parameters of the program that the employer directly determines for calculation purposes are:

|                            |                              |
|----------------------------|------------------------------|
| Vehicle type:              | Ford Escape or similar model |
| Fixed Cost Adjustment:     | \$2000 - \$2888              |
| Business usage %:          | 80%                          |
| Depreciation amortization: | 3 years                      |

The parties will review the plan at 6 months to determine if there are any substantial changes to employees' reimbursements. If the parties discover individual members suffering substantial loss these issues will be investigated to determine the reason for such change ie: territory change.

This plan will be reviewed again at 12 months from implementation. At that time the members of the bargaining unit may elect to withdraw from the program and return to the current language of Article 18.03. **Withdrawal will be determined on a majority vote of the membership.**

*NOTE: Employer will provide Todd Anderson, Dal Dosanjh and the Union with the calculation formula used in determining reimbursement rates. This formula can be shared with members to allow them to run comparisons between previous months reimbursements and the proposed new plan.*

(Originally Signed - Dated this **8th** day of **September, 2015**)

## **APPENDIX "E"**

### **Letter Of Understanding #9 between Konica Minolta Business Solutions Canada and Canadian Office And Professional Employees Union - Local 378**

#### **Re: New Business Proposal**

The Employer has proposed a Program on September 25, 2018.

Whereas:

- a) This Program commences at the Employer's business establishment in Richmond on (Date to be Determined) and its service area is Greater Vancouver.
- b) During the Program, Shop Technicians in the Bargaining Unit shall complete all shop set ups, refurbishments, Sertech and de\*manufacturing.
- c) Shop Technicians shall receive car allowance in accordance with Article 18.03 d) of the Collective Agreement.

The Parties therefore agree to the following:

- a) It is agreed that Field Technician and Shop Technician are two separate classifications. Progression, for the purpose of bumping during a layoff, shall be from Field Technician to Shop Technician unless the position was previously held in accordance with Article 19.07 c) ii).
- b) At the time of this agreement, the current Shop Technician shall be grandfathered in accordance with Article 19.07 c).
- c) An Employee shall request for the said transfer on a voluntary basis or by the prior express written consent of the Union.
- d) The Employer and the Union shall convene a meeting within fourteen (14) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review is to identify Employees whom it is anticipated may or will be displaced or laid off.
- e) Duties normally performed by employees within the bargaining unit will nor be assigned to or be performed by non-bargaining unit employees except to overcome short term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- f) In the event the Employer removes this Program prior to the expiry of this agreement the Union understands that the new added work may be moved to another site however the shop technician work at the time of this agreement shall remain bargaining unit work.
- g) The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not

issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 10 of this Agreement.

- h) This Letter of Understanding shall remain in full force and in the effect for this duration of this agreement: however, the Employer shall have the right to terminate this agreement upon written notification to the Union sixty (60) calendar days in advance.
- i) This Letter of Understanding may be renegotiated upon expiry and bargaining unit work discussed with respect to this agreement.

Dated this 27<sup>th</sup> day of September 2018.

**FOR THE EMPLOYER**

"William McCourt", Chief Negotiator

"Carl Phinney", Operations Manager

**FOR THE UNION**

"Mike Novak", Union Representative

"Dal Dosanjh", Committee Member

**Letter Of Understanding #10**  
**Between**  
**KONICA MINOLTA BUSINESS SOLUTIONS CANADA**  
**(hereinafter called the Employer)**  
**&**  
**MoveUP**  
**(Canadian Office and Professional Employees Union, Local 378)**  
**(hereinafter called the Union)**

Whereas the Employer has the obligation and the right to manage its business in all respects in accordance with its commitment and responsibilities.

Whereas the Parties are desirous of trading the Vancouver West territory (currently serviced by non-union employees) and the Sea to Sky territory (currently serviced by unionized employees) in a mutually agreeable fashion;

Whereas the Parties agree that the territories indicated above are considered comparable in size (# of machines & print volume);

Whereas the Parties recognize that other options were reviewed and considered non-viable operationally and/or financially;

Whereas no member of the bargaining unit has been terminated and will be terminated as a result of this agreement;

Whereas the Parties agree that the terms of this Letter of Understanding have been explained, understood, without constraint whatsoever, and constitute the expression of their choice, freely expressed.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

The Vancouver West territory shall be serviced by unionized employees described in the bargaining unit as per Article 4.01 of the applicable collective agreement.

Consequently, the Sea to Sky territory will be serviced by non-union employees.

The Territory Map for the Lower Mainland (Appendix A) and the Territory Comparison (Appendix B) are included in and form part of this agreement

This agreement will be in effect on Wednesday, August 11, 2021.

Should there be any further territory amendment, either party can request a joint consultation under Article 1.04 and 28.02.

It is mutually agreed by the Parties that this Letter of Understanding is reasonable and therefore will not be contested by any of the Parties and/or anybody on their behalf.

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This agreement is signed on this 21st day of July, 2021.

**FOR KONICA MINOLTA  
BUSINESS SOLUTIONS CANADA**

"Carl Phinney"  
Operations Manager

**FOR CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 378**

"Anny Chen"  
Union Representative

"Dal Dosanjh"  
Committee Member





KONICA MINOLTA

## Comparison of Suggested Territories Swap



| Territories          | Postal Codes | # of Machines | Print Volume |
|----------------------|--------------|---------------|--------------|
| Sea To Sky Territory | V0N          | 122           | 386308       |
|                      | V8B          |               |              |
|                      | V7W          |               |              |
|                      | V7S          |               |              |
|                      | V7V          |               |              |
| Vancouver West       | V6J          | 125           | 393308       |
|                      | V6K          |               |              |
|                      | V6L          |               |              |
|                      | V6M          |               |              |
|                      | V6N          |               |              |
|                      | V6P          |               |              |
|                      | V6R          |               |              |
|                      | V6S          |               |              |
|                      | V6T          |               |              |

