

# **COLLECTIVE AGREEMENT**

**North Island Hospital Comox Valley  
North Island Hospital Campbell River**

Between:

**C&W Facility Services Canada Inc.**

*hereinafter, the "Company"]*

-and -

**Public and Private Workers of Canada  
Local 8**

*(hereinafter, the "Union"?)*

**Duration:** October 28, 2020 to and including September 30, 2023

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## COLLECTIVE AGREEMENT

### Preamble

*The purpose of this Agreement* is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to cooperate fully, individually and collectively for the advancement of said conditions.

*For the purposes of this Agreement* "Union" refers to the PPWC and the "Company" refers to C&W Services.

*The Company and the Union* agree to abide by the terms set out in this Agreement.

### Article 1 - Recognition

- 1.1 The Company recognizes the Union as the sole bargaining agent for Chief Engineers, Power Engineers (Building Operators) and Supervising Power Engineers working at North Island Hospital Comox Valley, 101 Lerwick Road, Courtenay BC and North Island Hospital Campbell River, 375 2<sup>nd</sup> Avenue, Campbell River, BC.
- 1.2 Should the Company create a new classification that falls under the scope of the bargaining agreement the parties agree to bargain over the rates of pay for the new classification. All other terms and conditions will be provided as set out in this Agreement.

### Article 2 - Management Rights

- 2.1 The Company has the exclusive right and power to manage the Company's operations; to direct the work force; to hire; to promote as set out in the Agreement; demote and/or discharge for just cause; to lay off; to assign work; to increase and decrease the work force; to determine the methods of work; to establish schedules, to maintain order and

- discipline through the creation and enforcement of rules, policies and procedures not inconsistent with the Agreement.
- 2.2 All other terms and conditions not specifically articulated within this Agreement shall be at the Company's discretion according to existing policies and procedures as they may change from time to time. Before any changes take place, the Union will be given the opportunity to review and respond.
- 2.3 The Rules and Policies of the Company and the Owner will be strictly adhered to. Any deviation will result in disciplinary action by the Company. Such disciplinary action shall be clearly spelled out to the employees on each site.
- 2.4 Job descriptions shall be provided to the Union upon request.
- 2.5 Non-emergent schedule changes will be communicated to the Union and employees within twenty-one (21) calendar days.

**Article 3 - Union Security (In exchange for Agreeing to Management Rights)**

- 3.1 The Company recognizes the PPWC Local 8 as the sole Bargaining agent on behalf of the employees for whom the Union has been certified. Newly hired employees shall become the members of the Union within thirty (30) calendar days after their initial date of employment in the bargaining unit.
- 3.2 New employees shall complete a "Union Dues Authorization Form" authorizing the Company to deduct dues. All new employees shall be given the opportunity to be introduced to their Union Shop Steward, Safety Chairperson and also a Union executive member from the local. This meeting shall be no longer than thirty (30) minutes and covered by the company for time except for the wages of the Union's executive member. It shall be the responsibility of the company to notify the Union of any new hires at least five (5) calendar day in advance of a new hires start date.
- 3.3 Upon written direction of the Union, The Company shall deduct Union Dues and forward to the Financial Secretary of the Union, no later than the fifteenth (15<sup>th</sup>) day of the calendar month following the month for which deduction was made. A spread sheet

or electronic file for all hours worked and deductions that were applied to shall be forwarded as well. Any change in union dues or fees shall be communicated, in writing, to the Company.

- 3.4 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Facility Manager or his designee unless otherwise specified in this agreement. Such permission shall not be unreasonably denied.
- 3.5 The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment that shall have been furnished to the Company under any of such provisions.
- 3.6 The Company shall supply a secure bulletin board at each site for the Union to post information for the membership and shall not be used for the company to post on. Notices that contain inflammatory, derogatory or inappropriate language or content may be removed. This section is subject to the building owner permitting the Company to hang a bulletin board at their property.

#### **Article 4 - Stewards**

- 4.1 The Company acknowledges the right of the Union to elect a Steward (s). The Union will inform the Company of any elected Shop Steward(s).
- 4.2 The Company and the Union will establish a Labour/Management committee. This committee will have equal representation with the Union side consisting of one (1) member at each site. There will be quarterly meetings held with submitted agendas which are to be exchanged one (1) week prior to the set meeting date. The Union committee will also be allowed to be booked off for union leave for a pre-meet before the meeting of a duration no longer than thirty (30) minutes. If there are no issues needing to be addressed and/or no agenda submitted by either party, the meeting will

be cancelled. Items discussed at Labour Management will not amend the collective agreement unless the parties mutually agree and execute a Letter of Understanding.

- 4.3 The Company will ensure that whenever an employee is being disciplined for any reason, a Union Shop Steward, at the time of discipline, shall be present. In the absence of a Union Shop Steward, the employee can choose an available worker of their choice to be their representative. If the employee refuses a Shop Steward or available worker, the Company shall proceed with the discipline. In instances where the discipline is related to insubordination, major misconduct or violence, the Company may remove employee from the site pending the disposition of discipline.

#### **Article 5 - Grievance Procedure**

- 5.1 **(Step 1)** - A member having a grievance shall submit it personally to his Supervisor within five (5) calendar days of the occurrence giving rise to such grievance or of his reasonably becoming aware of such occurrence. The Supervisor shall give a verbal reply within five (5) calendar days of receiving the member's verbal grievance.
- 5.2 **(Step 2)** - Failing settlement at Step 1, the Steward, or designate, shall submit a written grievance to the Facility Manager, or his designate, within five (5) calendar days of the Supervisor's reply at Step 1. The Facility Manager, or his designate, shall render his written reply within five (5) calendar days of his receipt of the written grievance.
- 5.3 **(Step 3)** - If the decision of the Facility Manager is not satisfactory to the Union, they may lodge an appeal, in writing, with the Company's Office of Labour Relations, or designee, directly or through the President, or designate, of the Local 8 Executive within ten (10) calendar days of the delivery of the decision at Step 2. Discussion will be undertaken between the above parties, for a potential resolve. Management's decision shall be rendered within ten (10) calendar days.
- 5.4 If a settlement of any grievance is not reached in the grievance procedure as outlined in Article 5 - Grievance Procedure of this Agreement, it may be submitted to Arbitration; however, if the grievance is not referred to arbitration within thirty (30)

days after the final written answer by the Company, the grievance shall be considered settled or abandoned.

- 5.5 If a grievance is submitted to arbitration, the Labour Relations Manager of the Company and the designated representative of the Local Union will endeavor to select an Arbitrator and, if they are unable to agree upon an Arbitrator within ten (10) days after arbitration is requested, then the Minister of Labour for British Columbia shall be asked to appoint an Arbitrator.
- 5.6 The expense of the Arbitrator will be borne by the party for whom the Arbitrator rules against.
- 5.7 In arriving at his decision, the Arbitrator shall not change or disregard any provisions of the Agreement, establish or change any wage or rate of pay. The Arbitrator, however, shall have the power to vary or set aside any penalty imposed by the Company relating to the grievance then before him. All decisions of the Arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding on the Company and the Union.
- 5.8 Time allowances throughout this grievance procedure may be extended by mutual agreement between the parties.
- 5.9 The Company recognizes the right of the Union to bypass the first 2 Steps and immediately go to Step 3 of the grievance procedure in the cases of discharge of employees covered under this Agreement.
- 5.10 Any employee who has been issued a written warning or letter of expectation, will have the letter removed from the members file after eighteen (18) months and cannot be used against them for future discipline. If an employee has been issued a suspension, then it shall be removed from the members file after three (3) years and cannot be used against them for future discipline.
- 5.11 The member will need to request to have it removed from their personal file and can also request to physically review their file with a shop steward present at any time.

### **Article 6 - No Strikes, No Lockouts**

6.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement it will not sanction, counsel, procure or encourage any picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockouts.

### **Article 7 - Seniority**

- 7.1 In the event of a reduction in force, the Company shall consider the qualifications and seniority of the operators in the affected classification (as referenced in Appendix "A" - Job Classifications & Wage Rates), when determining which employees will be impacted. Where the Union and the Company agree in good faith that the qualifications are relatively equal, the operator's classification seniority shall be the determining factor. The Company shall have the unfettered right to select the applicant seeking a Supervising Power Engineer position.
- 7.2 An operator will be considered probationary for the first one hundred and twenty (120) calendar days and will have no seniority rights during that period. After one hundred and twenty (120) calendar days, his/her seniority shall date back to the day on which his/her employment began.
- 7.3 All casual employees will be considered probationary for the first ninety (90) working days of employment.
- 7.4 The Company will inform the Union, as soon as possible, of any reduction in force at the workplace. It is understood that emergencies may require immediate action.
- 7.5 It is recognized that casual on call employees will have first opportunity at a full-time position provided they have the skills and ability to perform all the duties of the position.



### **Article 8 - Overtime/Standby**

- 8.1 For time worked in excess of a twelve-hour (12) scheduled shift, all hours shall be paid at double time (2x). Hours worked on an employee's scheduled days off, will be paid at the rate of one and one-half (1 ½) the employee's covered job rate up to twelve (12) hours than double time (2x) rates will apply. This payment shall not apply in the event that the employee initiates the shift change or agrees to the change voluntarily (mutual), unless overtime is required by applicable law. This provision does not apply to overtime.
- 8.2 All time worked on designated or statutory holidays shall be paid at one and one-half (1 ½) the employee's job rate.
- 8.3 If member is called in to work on a statutory holiday, the member shall be paid at double time (2x) his/her hourly rate. Statutory holiday pay, or a mutually agreed day off, will be provided. This accrued day must be used within six (6) months provided the employee has a reasonable chance to use the day off.
- 8.4 The Company will call part-time and casual employee into work before calling full-time employees in to work, up to forty (40) hours, or the full balance of the current shift just beyond forty (40) hours. In the event no part-time or casual employees are available, full-time employees, who are called into work, are to be called, in order of seniority and qualifications, on a rotational basis. In the case of a full-time twelve-hour (12) shift worker, then it shall go by primary workers on days off, by seniority, until no more are available then to secondary full-time workers on days off by seniority.

### **Article 9 - Mobility**

- 9.1 The Company may assign or transfer employees to the sites covered under this Agreement at various times, it being understood, there shall be no additional compensation paid in such circumstances. If the location the employee is assigned results in a further distance than the location to their typical site assignment, mileage

will apply at the C.R.A. mileage rates. This provision does not apply to casual employees.

### **Article 10 - Statutory Holidays**

10.1 The following are recognized as Statutory Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.

### **Article 11 - Vacation**

- 11.1 Vacation pay is based on the calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup> of any year. Vacation pay will be based on years of service in the building(s).
- 11.2 In the first year of employment, employees with less than one (1) year's seniority in any year will accrue vacation at the rate of 0.83 days per month, not to exceed two (2) weeks in the calendar year at the rate of four percent (4%) of his/her gross earnings. This will apply to employees with up to three completed years of employment.
- 11.3 An employee, who has completed four (4) years of seniority in any year, will accrue vacation at the rate of 1.25 days per month, not to exceed three (3) weeks at the rate of six (6%) percent of his/her gross earnings for the year to that date.
- 11.4 The vacation period, for pay purposes, shall be from June 30<sup>th</sup> to July 1<sup>st</sup> of each year. All employees shall receive their vacation pay no later than July 1<sup>st</sup> of each year. An employee who takes their vacation before July 1<sup>st</sup> shall receive a cheque by July 1<sup>st</sup> of each year.
- 11.5 A vacation schedule is to be prepared and posted on notice boards before January 31<sup>st</sup> of each year. Vacation periods will be allocated by seniority subject to operating requirements. Seniority will be deemed to be total length of time the Employee has worked at the site. Employees with the most seniority will be allowed first choice of their vacation time on odd years. On even years, the employees with the least seniority will choose their vacation time first.

11.6 **Leave to Complete:** When twelve-hour (12) shift workers book a week of vacation of forty-eight (48) hours they have the option to take:

- 48 hours vacation time off at straight time classification rate, or
- 40 hours regular vacation plus 8 hours of unpaid leave will be granted to make up the 8 hours.

The above will not be used to extend the vacation entitlement.

## **Article 12 - Safety**

12.1 The Company shall reimburse employees up to one hundred and fifty (\$150.00) dollars, per calendar year, for the purchase of Company approved footwear, upon submission of a receipt. Damaged footwear, while performing duties, will be replaced by the Company provided the employee was not negligent in the performance of duties.

12.2 The Company shall supply any required Personal Protective Equipment.

12.3 The Union will elect a Joint Occupational Health and Safety committee member per site to meet with the Company.

Each year the Union will host a Safety conference. The conference is held over 5-days in Vancouver. There is 3 days of Union conferences and 2-days of Company and Union Safety Conferences. The Union will pay for the Union 3-days of the Conference, which is for wages, expenses, travel, hotels and per diem. The other 2-days the Company will pay for the Conference entry fee and wages for one (1) bargaining unit member. The company has the opportunity to attend the 2-day portion of the conference with costs of the entry fee and expenses borne by the Company.

## **Article 13 - Health & Welfare**

13.1 All full-time employees, who are regularly scheduled to work thirty (30) hours or more per week, may elect to be enrolled in Company sponsored health insurance, life insurance and AD&D, Vision and Dental coverage under Division 10. The Company

shall pay seventy-five percent (75%) of the premium cost of single and/or family coverage through payroll deductions.

- 13.2 The Company reserves the right to change, alter or otherwise modify the components of the Company sponsored plans as long as the changes are consistent with the changes for other non-Union participants who are covered by the above referenced plans. The Company reserves the right to change insurance carriers. The Company reserves the right to self-fund the insurance Plans provided to employees.
- 13.3 The Company agrees to consider the option of changing the current Company sponsored health and welfare benefits coverage to a Union sponsored health and welfare plan provide such a change is cost neutral or less for the Company. The Union must present a proposal to the Company, in writing, no later than July 1<sup>st</sup> of each calendar year.
- 13.4 Health and Welfare Benefits shall continue during a period of approved leave of absence or any approved unpaid status for a maximum of one (1) month.
- 13.5 It is understood that the Company shall not be construed to be an insurer or benefits provider, unless self-insured, nor shall it have any liability other than making the payment as aforesaid coverage to the insurer and that the Union agrees to indemnify and save harmless the Company against any or all claims which may be made against it in respect of any claim by an employee for the health and welfare coverage provided for herein.

#### **Article 14 - Bereavement**

- 14.1 **Immediate Family Member**: In the event of a death of an "immediate family" member, the member will be allowed thirty-six (36) hours paid time off. "Immediate family" includes spouse, common law spouse or partner, mother, father, child, stepchild or foster child of the employee or their partner's child, brother, sister, stepbrother, stepsister, grandparents.
- 14.2 **Extended Family Member**: In the event of a death of an "extended member" of the family of the employee, up to one (1) paid working day, twelve (12) hours is permitted

to attend the funeral. "Extended family" includes son-in-law, sister-in-law, father-in-law, mother-in-law, grandchildren, grandparents of spouse, aunt, uncle, nephew and/or niece.

### **Article 15 - Wages**

- 15.1 Effective the first pay period after ratification, the Company will grant a general wage increases as established in Appendix "A"- Job Classifications & Wage Rates.
- 15.2 Each Employee will be allowed eighty (80) hours of sick time per contract year subject to the following:
- i) All wages for sick days will be paid at the employee's straight-time classification rate.
  - ii) Notification of absence for illness must be in accordance with site and Company policy.
  - iii) A regularly scheduled work day immediately preceding or following a statutory holiday will not be allowed as a paid sick day, unless a doctor's note is provided.
  - iv) A regularly scheduled work day immediately preceding or following an employee's scheduled vacation will not be allowed as a paid sick day, unless a doctor's note is provided.
- 15.3 Unused sick days are not compensable at any time other than for a bonafide illness of the employee.

### **Article 16 - Job Security**

- 16.1 In the event that an employee loses their job through automation, technological change or decisions of the company, the employee be eligible to receive severance based on the British Columbia Employment Standards Act.
- 16.2 The Company shall inform the Union, no less than thirty (30) calendar days of an event that would apply under Article 17.1. Notice involving temporary layoffs of Employees shall be provided fourteen (14) calendar days. The Company shall, through discussion,

afford the Union the opportunity to explore other avenues other than job loss. If employees are removed for cause this provision shall be waived.

16.3 The Company may recall employees from temporary layoff with written notice. Recalled Employees must report to work within seven (7) calendar days. Notice will be by registered mail. Employees are responsible for notifying the Company in the event of a change of address.

16.4 Seniority will be followed in relation to the application of Article 17.1 provided the employees have the skills and ability to perform the remaining work and they accept the assignment. For further clarity, the junior employee will be first laid off unless qualifications dictate otherwise.

#### **Article 17 - Trained Relief**

17.1 If the Company assigns a bargaining unit employee to perform "Chief Work" while the Chief Engineer is away for any reason, the next senior qualified person will move into that position for relief. It is further understood that the compensation will follow the Appendix "A" - Job Classifications & Wage Rates).

17.2 No member shall lose hours for assuming the above role.

#### **Article 18 – Registered Retirement Savings Plan (RRSP)**

##### **18.1 RRSP**

The Company will provide employees access to a Registered Retirement Savings Plan. With the exception of the contribution and matching rates, the Company reserves the right to change the terms and conditions of the RRSP provided such change is consistent for the other C&W Services employees who may be enrolled in the RRSP.

Beginning on January 1, 2022, and each year thereafter, each year employee will be permitted to enroll in or opt out of a Company sponsored RRSP. Employees who are interested in enrolling or opting out of the RRSP must do so between January 1<sup>st</sup> and January 15<sup>th</sup> of each year of the Agreement. The initial open enrollment period will be

January 1, 2022. If employee(s) fail to take any action, she/he will remain in or out (as the case may be) of the RRSP until the next open enrollment period. New hires will become eligible for the RRSP after ninety (90) days of employment and must complete enrollment paperwork provide by Human Resources. New hires may enroll in the RRSP between the ninetieth (90<sup>th</sup>) date of employment and the one hundred and twentieth (120<sup>th</sup>) day of employment. If a new hire fails to enroll as specified above, he/she must wait until the next open enrollment.

In order to receive company matched contributions to the RRSP the employees must make contributions as specified below. The minimum employee contribution shall be forty (\$0.40) per hour of gross annual wages which shall be deducted from the paycheck of the employee on a bi-weekly basis. Employees shall be permitted to make contributions in amounts as permitted by the Plan. The Company contribution, matched up to \$.40 per hour, shall be on gross annual wages and is a maximum contribution as listed below. Gross annual wages shall not include any paid time off (e.g., personal time, vacation, holidays) or any unpaid time (e.g., leaves of absence). The Company agrees to the following contribution and matching schedule:

	<b>Employee</b>	<b>Company</b>
January 1, 2022	\$0.40	\$0.40

The Union and the Company agree to the terms and conditions of the plan. Both parties further agree that the usual and customary provisions of the Carrier beyond the control of the Company or Union shall not form part of this agreement. Any changes announced or enacted must be communicated to the Union immediately.

#### **Article 19 - Contracting Out**

19.1 The Company will not contract out the work of a bargaining unit member.

**Article 20 - Hours of Work**

20.1 The day worker schedule and the 12-hour worker schedule that is currently in place will be followed unless modified by the Company. Any modification of hourly schedules will be discussed with the Union prior to making such modification.

**Article 21 - Duration**

21.1 This Agreement shall remain in force from the date of October 28, 2020 to and including September 30, 2023 and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

Dated: July 28, 2021

For the Company: William Macco

William T. Macco  
Senior Director, Labor Relations

For the Union: 



**Appendix "A" - Job Classifications & Wage Rates**

**Facility Maintenance Agreement**

<b>Classification</b>	<b>Rate</b>
▪ Chief Engineer	\$39.46 per/hour
▪ Building Operator	\$32.25 per/hour
▪ Casual Building Operator	\$32.25 per/hour

<b>Classification</b>	<b>Current Rate</b>	<b>Upon Ratification 2%</b>	<b>Effective 06/01/22 2%</b>	<b>Effective 06/01/23 2%</b>
▪ Chief Engineer	\$39.46	\$40.25	\$41.05	\$41.88
▪ Supervising Power Engineer	N/A	N/A	N/A	N/A
▪ Building Operator	\$32.25	\$32.90	\$33.55	\$34.22