

April 13, 2022

# Joint Return to Work Committee Update

## Job Posting Blitz

The first round of the Job Posting Blitz is complete. Approximately 92 positions were filled internally, with a mix of both permanent and temporary employees, including twelve additional positions created for the new Kemano Maintenance Response Crew.

Expected transfer dates to new positions will be announced as soon as possible.

The second round of the Blitz has begun and will continue, with successive rounds to follow until the process has been exhausted.

## Earned Leave (CSO/Banked Stats/Floaters)

Starting April 15, all employees will be able to book earned leave with their current supervisor, in accordance with the CLA. Given the number of people that will be changing positions over the next few months, all efforts will be made to honor the time that is booked in accordance with operational requirements. If there are any conflicts between multiple employees returning to their live-filed positions and crews, with the same time previously booked off, seniority will prevail.

During 2021 Bargaining, a number of updates to 17-LU-#2 were made. A copy of the updated language is below with the changes in bold.

LETTER OF UNDERSTANDING

17-LU-#2

Compensating Shifts Off

ENTERED INTO THIS 24th day of October, 1980. **Updated August 2021.**

The purpose of this Letter of Understanding is to record the agreed upon conditions that shall supersede any conflicting terms of the Collective Labour Agreement.

Those hours in excess of forty (40), averaged over a period of weeks as detailed below, are designated as Compensation for Time Worked (CFTW). The specific days on which Compensation for Time Worked occurs is noted for each relevant shift schedule.

Shift Schedule	Length of Shift-Hours	Averaging Period Weeks	Hours Banked Per Designated CFTW Day	# CFTW Days Per Ave Period
09	12	2	4	1
31	12	2	4	1
34	12	2	4	1
37	12	2	4	1
38	12	2	4	1
61	12	8	8	2
89	12	2	6.5	1

The following conditions shall apply to the foregoing:

1. Should an employee, working on the continuous shift schedule to which they are normally assigned work, attend joint meetings or engage in Union business with the Company's approval, during those hours designated as Compensation for Time Worked, those hours shall be accumulated.
2. **For the purpose of scheduling Compensation for Shifts off, the booking period shall be defined as being January 1 until December 31 of the same year.**
3. **Employees scheduling Compensation for Shifts Off in the booking period from January 1<sup>st</sup> to December 31<sup>st</sup> of the same year, will ensure they have the required time banked prior to booking their time.**
4. **Where requests are submitted on the same day, for the same future dates off, Company seniority (which means for this Article their date of hire) will apply.**
5. Compensating Shifts Off shall be scheduled on the basis of one hour off of scheduled working time for each hour of accumulated Compensation for Time Worked.
6. For 12-hour shifts only, Compensating Shifts Off may be scheduled in 4-hour blocks. Usually the 4-hour block will be used in conjunction with floaters, banked stats, or bereavement leave to generate one complete 12-hour shift.
7. Compensating Shifts Off shall be granted adjacent to a regular loaf period.
8. An employee who is given Compensating Shifts Off on either one or both qualifying shifts for Statutory Holiday pay, shall be considered to have worked on that shift or shifts for the purpose of Article 14.06(a).

Subject to the Company's approval, an employee who is required to work on a Statutory Holiday may be given a Compensating Shift Off on the Holiday without loss of Holiday pay.

9. CFTW's must be taken at a time satisfactory to the Company. When possible, these will be arranged with the expressed preference of the employee. When an employee requests CFTW hours off, they will be given the answer within four (4) regular working hours. Compensating Shifts Off may be scheduled in single shifts or in a block of shifts equivalent to one shift rotation. Compensating Shifts Off may be taken during the preferred period provided that operating conditions and vacation schedules permit. However, vacations will take precedence over Compensating Shifts Off.
10. When an employee earns a Compensating Shift Off as a result of working hours designated as Compensation for Time Worked as described in Section 1 above, payment for that time shall be made in the following manner:
  - (a) All Compensation for Time Worked hours worked shall be calculated on the employee's hourly wage rate for that shift, plus **forty-five** percent (45%).
  - (b) The employee shall receive pay for Compensating Shift(s) Off on the next relevant pay day at the time when they are granted their Compensating Shift(s) Off.
  - (c) The pay received when the Compensating Shift(s) Off is taken shall be based on the average of all Compensation for Time Worked that has been credited to the employee.
  - (d) All premiums earned during the Compensation for Time Worked shall be paid on the next relevant pay day.

11. Should an employee be scheduled to receive a Compensating Shift Off during hours that are designated as Compensation for Time Worked on the shift schedule to which they are assigned, such Compensating Shift Off shall be deferred to the following period (A or B as appropriate) and there will be no earned Compensation for Time Worked and no Compensation for Time Worked will accumulate.
12. Should an employee not work on the designated compensation for Time Worked hours within a work week of the shift schedule to which they are assigned because of:
  - (a) Bereavement leave
  - (b) Jury/witness service
  - (c) Vacations
  - (d) Non-occupational illness
  - (e) Occupational injury or illness

They shall receive the appropriate compensation, if any, just as for any other regular hours not worked for these reasons. However, no Compensation for Time Worked shall accumulate to their credit, nor shall any pay be deferred, nor shall any Compensation for Time Worked premium be payable.

13. Should an employee be required to work on a Compensating Shift Off, the hours worked shall not be considered to be part of their regular shift schedule and the employee shall be paid at the overtime rate as set forth in Section 18.03 for such hours as are worked, in addition to the pay received for the Compensating Shift Off. This shall be considered full compensation for the compensating time off.
14. An employee who has accumulated Compensation for Time Worked to their credit, and who is assigned to a shift schedule not covered by this Letter of Understanding shall be given such time off with pay plus the premiums as per 8(a) in a period to be determined by the Company which shall in no event be later than the period specified in Section 2 above and during which period they would normally have been expected to have had scheduled their Compensating Shifts Off.
15. **Hours accumulated for Compensation for Time Worked can be paid out should the employee request. The employee will specify the amount of hours to be paid out.**
16. An employee who has accumulated Compensation for Time Worked to their credit, and who is laid off or who leaves the employ of the Company before being granted such Compensating Shifts Off, shall be paid for such hours as specified in Section 9 (a) above, at the time of their leaving.

Should you have any questions, please do not hesitate to reach out to the RTW Committee members:

***Adam Shaw, Ashley Medeiros, Cliff Madsen, Martin McIlwrath, Rodney Moore and Tony Mckay***