

**COLLECTIVE AGREEMENT**

**between**

**EMCON SERVICES INC.  
(Contract Area 01)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from September 20, 2019 to September 19, 2027**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the Employer, except those excluded by the Labour Relations Board and those mutually agreed to between the parties to this agreement;
- (2) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (3) "*Child*" wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (4) "*Common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least twelve (12) months;
- (5) "*Service area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC;
- (6) "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*Demotion*" means a change from an employee's position to one with a lower salary;
- (8) "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*regular employee*" meaning an employee who is employed for work which is full-time or part-time;
  - (b) "*casual employee*" meaning an employee who is employed for work which is:
    1. temporary positions created to respond to emergency situations;
    2. temporary positions created to cover employees on short-term disability leave, compassionate leave, or union leave;
    3. seasonal and project work.
- (9) "*Employer*" means the incumbent highways maintenance contractor;
- (10) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (11) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;
- (12) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (13) "*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer;
- (14) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (15) "*Agreement*" means an understanding reached between the parties to this collective agreement, that is the Employer and the BCGEU or its designated representative(s).

- (16) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within their seniority block;
- (17) "*Probation*" means the first six hundred and thirty (630) hours worked;
- (18) "*Qualified*" means that the employee meets the job requirements of the classification;
- (19) "*Maintenance Contract Anniversary Date (MCAD)*" means September 20<sup>th</sup>;
- (20) "*Relocation*" means the movement of an employee from one seniority block to another;
- (21) "*Resignation*" means a voluntary notice by the employee, in writing, that they are terminating their service on the date specified;
- (22) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Clause 13.2(c);
- (23) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (24) "*Steward*" means the employee who is the Union's representative at the local level who shall perform duties in accordance with the collective agreement and as designated by the President or staff of the Union;
- (25) "*Spouse*" includes husband, wife and common-law spouse;
- (26) "*Termination*" is the separation of an employee for just cause;
- (27) "*Travel status*" with respect to an employee means absence of the employee from their seniority block on the Employer's business with the approval of the Employer;
- (28) "*Union*" means the B.C. Government and Service Employees' Union;
- (29) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (30) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one (1) work group works from a common point of assembly the work groups will be defined by the Employer;
- (31) "*Work schedule*" shall establish shift pattern, length of schedule workdays, pattern of days off and start time.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish the terms and conditions of employment and maintain orderly work relations, so that stable and harmonious relations may be established and maintained between the Employer and the Union to their mutual benefit. Accordingly, they are determined to establish within the framework provided by law an effective working relationship at all levels.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties

hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **1.3 Conflict With Policy**

In the event that there is a conflict between the contents of this agreement and any policy made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy.

### **1.4 Singular and Plural**

Replace throughout agreement any he/she, him/her, his/her etc., with they/them their – where applicable.

### **1.5 Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Such grounds include but are not limited to sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) If there is an allegation of harassment, the employee will inform the next highest level of Management not involved in the allegation, in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. Such Management or his designate will investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.

(c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.

### **1.6 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### **1.7 Personal Harassment**

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

(c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### **1.8 Harassment Complaint Procedures**

In the case of a complaint of either personal or sexual harassment, the following shall apply:

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the President. Where the complaint is against the President, it shall be submitted to the Board of Directors or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

(c) The Employer's designate shall investigate the complaint and shall submit their report to the President in writing within fifteen (15) days of receipt of the complaint. The President shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the President's resolution.

(d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the President may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.

(g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the President's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser; and
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

(i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(j) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

(k) Complaints under this article shall be treated in strict confidence by all parties involved.

## **1.9 Human Rights and Employment Standards Act**

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia. It is further agreed that where ever this agreement is silent, the provisions of the *Employment Standards Act* shall apply.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees of the Employer in Highways Maintenance Service Area 1 except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions as per Appendix 1 or those positions excluded under the *Labour Relations Code*.

(b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

### **2.3 Correspondence**

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

(b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this agreement shall be sent to the General Manager of the Company or their designate.

(c) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any article in this agreement, as it applies to that employee, shall be forwarded to the President of the Union or their designate.

#### **2.4 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

#### **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that 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.

#### **2.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees. 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 stewards for each jurisdictional area.

(c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions;
- (4) attending meetings at the request of the Employer.

(e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This article is subject to the availability of a suitable employee, who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

#### **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the point of assembly. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

#### **2.8 Union Insignia**

(a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places

of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "bcgeu." This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

(c) The union insignia shall be displayed in mutually agreeable, prominent positions on all mobile equipment operated by employees covered by this agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

## **2.9 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 dispute as defined in relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

(a) *Without pay* - leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

(3) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board.

(b) To facilitate the administration of this article when leave without pay is granted, the leave shall be given with pay, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(c) *Chief Stewards* - leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief stewards for up to a combined maximum total of three (3) days per year to deal with collective agreement related problems on the worksites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).

## **2.11 Union Bargaining Committee**

The Employer will be responsible for a regular day's pay, without loss of seniority, for up to three (3) Union Bargaining Committee members for all days wherein face-to-face bargaining takes place. Should bargaining occur on a bargaining committee members' day of rest, the Employer will credit one (1) lieu day for use at a later date. The days off in lieu will be scheduled by mutual agreement at the local level.

## **2.12 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### ARTICLE 3 - UNION SECURITY

- (a) All employees shall as a condition of employment become members of the Union, and maintain such membership.
- (b) Management exclusions shall not perform bargaining unit work except in the following circumstances:

In an emergency situation where bargaining unit personnel are not immediately available.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information to the Union with every regular dues remittance:
- Social Insurance Number
  - Surname and First Name
  - Month-to-Date Dues
  - Home Address
  - Gross Wages
  - Service Start Date
  - Appointment Code: Regular, Auxiliary, etc.

The above-noted information will be provided electronically in the file formats ".csv". If the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

- (e) The Employer will provide to the Union, on a yearly basis, a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

### ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT 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 articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.



## ARTICLE 6 - EMPLOYER'S RIGHTS

The Union recognizes and agrees that subject to the terms of this agreement, the Employer retains the sole and exclusive right and authority to manage its operations and to conduct its business as it sees fit, including the right to:

- (a) hire and direct its workforce; determine job content; organize and assign work; establish methods, processes and means of performing work; determine the number of employees to be employed and the duties to be performed;
- (b) make and enforce reasonable rules to be observed by all employees and to revise such rules from time to time providing such rules are posted in a conspicuous place at all points of assembly;
- (c) suspend, discipline and discharge employees for just cause;
- (d) designate reasonable job requirements, including determining the experience, skills, abilities, training and qualifications of employees to perform work.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committees

A union bargaining committee shall consist of three (3) employees. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer.

### 7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members and the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Vice-President of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

## **7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available, and for which is lawful for the Employer to provide, relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

Should a dispute arise respecting the interpretation, application, operation, or any alleged violation of this agreement, including any question as to whether a matter is arbitrable, or the dismissal, discipline, or suspension of an employee bound by this agreement, an earnest effort shall be made to settle the dispute in the manner described in this article.

#### **8.2 Step 1**

Every effort shall be made by an employee and their immediate supervisor to resolve the issue verbally. An employee shall have the right to have their steward present at such a discussion. Where the aggrieved employee is a steward, they shall not act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

#### **8.3 Step 2**

The Employer's designate shall meet with the Union's designate, who may be accompanied by the shop steward involved, within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

#### **8.4 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 2, the Union's area staff representative or Management may submit the grievance to arbitration within twenty-one (21) calendar days of the date of receipt of the Step 2 reply or of the date it was due. The Union's area staff representative may:

- (a) submit the grievance to arbitration pursuant to Article 9;
- (b) make application under Section 87 of the *Labour Relations Code* for a Settlement Officer;
- (c) where Section 87 is used, the twenty-one (21) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.

#### **8.5 Policy Grievance**

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this agreement, within twenty-one (21) calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1.

### **8.6 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspensions of greater than twenty (20) days, or a dismissal shall be filed at arbitration within twenty-one (21) days of the occurrence.

### **8.7 Time Limits**

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld.

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance. Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

### **8.8 Administrative Provisions**

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by email, facsimile, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are emailed, sent by facsimile, or accepted by a courier and received on the day they were emailed or received by facsimile in the appropriate office. Receipt of email or facsimile must be confirmed by the appropriate office in which they are received.

### **8.9 Technical Objections**

No grievance shall be defeated merely because of a technical error, other than time limitations in the processing of the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute.

### **8.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Clauses 8.4, 8.5, and 8.6, either party may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

## 9.2 Pre-Arbitration Meeting

The President of the Company or their designate shall meet with the Union's representative within fifteen (15) days of receipt of the Union's notice of intent to arbitrate at which time the parties will attempt to resolve the grievances or alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

- Jim Dorsey
- Judi Korbin
- Marguerite Jackson
- Bob Pekeles
- Mark Brown

The Arbitrator shall be selected on a rotational basis in the above order, provided they are available to convene a hearing within thirty (30) days. By mutual agreement, the parties may go outside of the rotation or select an alternative arbitrator.

## 9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this agreement by altering, modifying, or amending any provision.

## 9.4 Time Limit for Decision

An arbitrator shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 6, Arbitrator's Agreement.

## 9.5 Costs

The parties to this agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

## 9.6 Expedited Arbitration

(a) All grievances shall be considered as suitable for expedited arbitration, except grievances in the nature of:

- (1) policy grievances;
- (2) grievances requiring substantial interpretation of a provision of the agreement;
- (3) grievances requiring presentation of extrinsic evidence.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

(b) The Arbitrator shall be selected in accordance with the procedure outlined in Section (i) below.

The arbitration procedure shall be in accordance with the following:

- All presentations shall be short and concise
- A comprehensive opening statement shall be made by both parties
- There will be limited use of authorities

- Where possible the parties will develop an agreed statement of facts
- All documents will be jointly submitted wherever possible
- The hearing will be conducted in an informal manner
- The parties may mutually agree to have the Arbitrator mediate the issues
- All presentations will be informal, and shall be presented by a designated representative of the Union and a representative designated by the Company.

(c) By January 15<sup>th</sup> of each year, the parties will reserve a period of two (2) working days (or more if required) biannually March and September for hearings to address all outstanding grievances.

Representatives of the parties will meet at least two (2) weeks prior to the reserved dates to finalize an agenda of grievances to be heard.

(d) The Arbitrator shall hear the grievances and shall render a binding decision within three (3) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (a) above may be removed from the expedited arbitration process at any time prior to the hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to (f) above, such that a cancellation fee is charged by the Arbitrator or by the facility in which the hearing is booked, the party cancelling shall be fully responsible for such fee(s).

(i) The parties agree that the hearings will be conducted locally, or at a mutually agreed to location.

(j) The parties shall select an arbitrator from the following list in order of rotation or the parties may go outside the rotation or select an alternative arbitrator by mutual agreement:

- Jim Dorsey
- Judi Korbin
- Marguerite Jackson
- Bob Pekeles
- Mark Brown

If the selected individual is unable to serve, the next individual on the list shall be selected or the parties may mutually agree upon another arbitrator listed above, or an alternative arbitrator.

### **9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

**ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE****10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

**10.2 Dismissal**

The General Manager, or any official specifically authorized by the General Manager, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

**10.3 Suspension**

The General Manager or any official specifically authorized by the General Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

**10.4 Dismissal and Suspension**

A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

**10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

**10.6 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

**10.7 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the Union President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.9 Rejection During Probation**

(a) The General Manager, or any official specifically authorized by the General Manager, may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may appeal the decision to the General Manager within thirty (30) days of receiving the notice of rejection. The General Manager shall respond in writing to the appeal within fifteen (15) days of having received the appeal. Failing satisfactory settlement of the matter, the President or their designate may submit the matter to arbitration in accordance with Article 9, within thirty (30) days of the date the reply from the General Manager was received or was due.

### **10.10 Abandonment of Position**

Regular employees who are absent from their work assignment, without authorization from the Employer, for a total of five (5) days in a twelve (12) month period will be considered to have abandoned their job and may be disciplined up to and including termination unless the circumstances are of good and sufficient reason to satisfy the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this agreement:

(a) Seniority for employees shall be defined as the length of continuous service with the Employer, and shall include seniority accrued with both the previous maintenance contractor in the service area, and the Public Service of BC prior to September 1, 1988.

(b) Service seniority for part-time employees shall be prorated.

(c) When two (2) or more employees have equal seniority, their relative seniority shall be established by the toss of a coin by the union representative.

### **11.2 Seniority List**

The Employer will prepare annually (March 1<sup>st</sup>) seniority lists for regular employees in each classification series within a seniority block. The information will show each person's point of assembly, classification seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the union office.

In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of BC, seniority lists shall be issued on the first day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking for the vacation entitlement.

### **11.3 Loss of Seniority**

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) A regular employee on a claim recognized by WorkSafeBC or an ICBC claim shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee and their employment shall terminate with the Employer in the event that:
  - (1) they are discharged for just cause;
  - (2) subject to Clause 11.4, they voluntarily terminate their employment or abandons their position;
  - (3) they are on layoff for more than one (1) year.

### **11.4 Re-Employment**

A regular employee who resigns their position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

## **ARTICLE 12 - SERVICE CAREER POLICY**

### **12.1 Rehabilitative Employment**

It is the intent of both parties to facilitate an employee's medical practitioner's recommendations for the early return to gainful employment of employees who have been ill or injured. To this end, a rehabilitation committee will be established as follows:



- (a) The Committee shall consist of three (3) members, one (1) appointed by the Employer, one (1) appointed by the Union and a mutually agreed upon chairperson. A secretary shall be appointed to assist in the administration of the Committee.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the bargaining Principals for final disposition.
- (f) The Rehabilitation Committee shall meet during working hours, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

## **12.2 Transfers**

Subject to an employee meeting job requirements of a vacancy within the bargaining unit, lateral transfers or voluntary demotions shall be granted upon request for:

- (a) compassionate or medical grounds to regular employees who have completed their probationary period;
- (b) all employees who have become incapacitated as a result of injury or illness.

## **12.3 Postings**

- (a) When vacancies of a regular nature are to be filled, the Employer shall offer the position in the following sequence:
  - (1) senior qualified regular employee in the classification series in the seniority block;
  - (2) senior qualified regular employee in the seniority block;
  - (3) senior qualified regular employee in another seniority block.
- (b) The parties agree that vacancies in the classification of Trade Supervisor Mechanic (or higher), Trade Senior Supervisor Bridgeworker and Road Foreman 2 will be posted in accordance with Clause 12.3 Postings and that the selection of the successful applicant will be based on the relative abilities of the applicants. Where two (2) or more applicants are equal in abilities than the senior employee will be the successful candidate.
- (c) Notices shall be posted on union bulletin boards at least thirty (30) days prior to the closing date of the competition, except as provided for in Clauses 12.1, 12.2 and 13.

- (d) Subject to Section 13 of the *Human Rights Code*, all job postings shall state: "*This position is open to both male and female applicants.*"
- (e) Nothing in this article shall prevent the Employer from filling on an interim basis any position that has been posted.
- (f) *Interview Expenses* - Applicants for a posted position shall be granted leave of absence with current pay as required for an interview. The applicant will, upon pre-approval, have their travelling, accommodation and meal expenses paid.

#### **12.4 Filling of Vacancies**

Appointments shall be made on the basis of seniority, subject to the employee meeting the job requirements as defined in the classification specifications.

The Employer shall fill vacancies in the classification and in the seniority block of the Employer's choice, created as a result of an employee's resignation, death, retirement, promotion, transfer, dismissal, or any vacancies created as a result of an employee using this article. Where a position is not to be filled, the Joint Labour/Management Committee will be advised. The Employer agrees to post the vacancies or new positions within thirty (30) calendar days.

The regular complement is forty-one (41) regular employees. The parties agree that the Employer is not required to fill any vacancies in accordance with Clause 12.4 or under any other clause in the collective agreement, unless the regular complement falls below forty-one (41) regular employees.

Vacancies created as a result of a regular employee's absence on long-term disability or Workers' Compensation, shall be considered a regular vacancy for the purpose of this clause on the date the employee is determined to be permanently disabled from their own occupation and they are no longer actively employed with the Employer.

Should there be a restructuring of the Employer's operations pursuant to Clause 13.2, the parties agree that the obligation to fill regular vacancies affected by any adjustments will be reviewed by the Joint Labour Management Committee. In the event an agreement cannot be reached, an arbitrator will be selected from the list in this agreement to make a binding decision.

#### **12.5 Trial Period**

Where a bargaining unit employee is promoted, he will be placed on trial for a ninety (90) working day period and, upon satisfactory completion of the trial period, will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

#### **12.6 Union Observer**

The President or his designate may sit as an observer on interviews for positions in the bargaining unit. The observer shall be a disinterested party and shall be at the Union's expense.

#### **12.7 Career Development**

Both parties recognize the need to provide employees in classifications covered by this agreement with opportunities to improve their qualifications in order to prepare for promotional advancement; to upgrade their skills required as a result of technological change, new methods and/or new procedures; and to qualify for new positions being planned.

## 12.8 Employee Training

Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, to upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs, Joint Labour/Management Committee shall act as a Training Program Committee which will prepare recommendations on training programs and priorities.

The Training Program will be structured as follows:

- (a) Establish an upgrading and/or training program for all employees on the basis of need and seniority within the appropriate classification series.
- (b)
  - (1) Ensure there is at least one (1) employee (in excess of the normal operators) in the seniority block who is trained to operate each piece of equipment, classified as LE3 or higher;
  - (2) When the number of trained operators in the seniority block falls below that specified in (b)(1) the Employer will commence training within forty-five (45) days.
- (c) Where employees are designated for such training, and where the attainment of an employer-recognized level of operating proficiency could result, progress shall be monitored by the Employer or their designate. The employee shall be informed on a pre-established basis of their progress toward the successful completion of their training period. Training programs established by the Employer shall be designated in such a manner as to provide a consistent approach in the instruction of employees participating. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and the operational requirements; however, normally a minimum of three (3) consecutive days will be allowed.
- (d) Employees shall be designated for training in writing.
- (e) An employee rejected from the training program will be so informed in writing by the Employer.
- (f) Unless the employee is under direct supervision, Clause 27.4 shall apply.
- (g) The Training Program Committee will meet at least once per year and report to the parties.

## 12.9 Training Courses

Candidates for any training program will be selected on the basis of service seniority within a work group. In the case of employees who have unsuccessfully taken the same course in the preceding two (2) years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

## 12.10 Time to Participate in Courses

Where workloads permit, employees may be granted reasonable time during the regular workday to complete training courses which are approved as part of a recognized training program. The parties recognize, however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

## 12.11 Training Assistance

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition for job-related courses approved by the Employer.

- (b) Termination of employment will nullify any obligation of assistance by the Employer.

#### **12.12 Conferences and Seminars**

- (a) Where practical, employees may be permitted to attend conferences and seminars of a specialized nature in their respective fields at employer expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of basic pay as a result of such attendance.
- (c) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

#### **12.13 Examinations**

Employees shall be permitted to write any examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Pre-Layoff Canvass**

Prior to the layoff of any regular employee(s), the Employer shall do a canvass of employees in the following sequence to see if any employee(s) will accept voluntary layoff:

- (a) employees in the series at the point of assembly;
- (b) employees in the series in the seniority block;
- (c) employees in the series in the service area;
- (d) employees in all series in the seniority block;
- (e) employees in all series in the service area.

NOTE: For the purpose of this article only, Road Crew Foreman will be considered as a separate classification series.

#### **13.2 Layoff**

- (a) The Employer agrees that the twenty-four (24) most senior regular employees within the bargaining unit will not be subject to layoff. This number will become zero (0) on September 19, 2027. The list of regular employees covered by this provision shall be attached as Letter of Understanding #1. No employee who is not on the list is eligible for layoff protection under this provision.
- (b) The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of BC and other customers to provide road and bridge maintenance and other services. It is understood that the Province of BC and other customers may reduce or increase the obligations of the Employer under these contracts and any such changes may have a measurable impact on the Employer's operations and staffing requirements.

In the event the scope of the work in the contract area is changed as described above, the parties agree to meet to renegotiate the regular complement number. The party seeking the change shall notify the

other, in writing, of the specific change(s) and the anticipated impacts to the regular complement number and bears the onus of justifying any proposed change. Discussions for any adjustments to the regular complement number shall be facilitated through the Labour Management Committee and in the event agreement cannot be reached, an arbitrator shall be selected from those listed in Article 9 to make a final and binding decision. Every effort shall be made to resolve this matter within sixty (60) days of receipt of notification as set out above.

(c) Each employee will be assigned a point of assembly within their seniority block. The seniority blocks shall be the following:

- (1) Langford;
- (2) Duncan/Thetis Island;
- (3) Salt Spring/Mayne Island/Galiano Island/Pender Island/Saturna Island.

(d) In the event of a layoff of regular employees, subject to meeting the job requirements of available work, surplus positions will be identified by point of assembly and regular employees shall be laid off in reverse order of seniority within the seniority block. The employee identified as the least senior in the seniority block may opt to displace another employee in the following sequence:

- (1) least senior employee in the series in the service area;
- (2) least senior employee in all series in the seniority block; or
- (3) least senior employee in all series in the service area.

(e) An employee whose point of assembly has been changed as a result of this article, shall have the right to return to the original point of assembly should a job opportunity become available at the point of assembly in the same classification series during the life of the collective agreement. Should an employee opt to return to the original point of assembly, no moving expenses will be paid and the pay rate shall be the rate for the position being filled.

(f) Notice of layoff shall be in writing, fourteen (14) workdays prior to the effective date. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work fourteen (14) full days after notice of layoff, they shall be paid in lieu of work for that part of the fourteen (14) days during which work was not made available.

(g) For the purposes of recall, an employee whose point of assembly has been changed as a result of this article may opt for assignment to other points of assembly as they come available.

*Recall* - is based on seniority, subject to an employee's ability to perform the work that is available.

When an employee is laid off, the recall period shall commence on the later of:

- (1) the effective date of layoff stated in the notice; or,
- (2) the actual date an employee is laid off.

If an employee is recalled for any period of time and subsequently laid off, the recall period shall commence again.

### **13.3 Retraining and Adjustment Period**

Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate, in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

### 13.4 Early Retirement

A regular employee who is age fifty-five (55) years or older and has completed ten (10) years of pensionable service as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Union Pension Plan, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

### 13.5 Severance Pay

Regular full-time employees accepting layoff under Clause 13.1 shall be entitled to resign with severance pay based upon years of service as follows:

- (a) for the first year of completed employment, three (3) weeks' current wages;
- (b) for the second year of completed employment, three (3) weeks' current wages;
- (c) for each completed year thereafter, one-half (½) month's current wages.

A regular employee who has elected severance pay pursuant to this article shall be deemed to have resigned.

The employee will not receive an amount greater than six (6) months' current wages.

All regular employees hired after August 1, 2002 or all other existing regular employees who have not accessed severance pay prior to July 25, 2019 shall receive a severance entitlement of eight (8) weeks notice in lieu or pay pursuant to the *Employment Standards Act*.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be eighteen hundred twenty-seven (1827), which is equivalent to an average of thirty-five (35) hours per week. The eighteen hundred twenty-seven (1827) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of eighteen hundred twenty-seven (1827) hours.

### 14.2 Work Schedules

- (a) This agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the union steward within in the work group will establish work schedules based upon the shift patterns and hours of work articles in this agreement and the provisions of this article including the following:
  - (1) there shall be no more than five (5) work schedules per year, except by mutual agreement with the Union;

(2) the normal days of rest, except as otherwise required in shift schedules, shall be Saturday and Sunday.

(d) The Employer shall provide fourteen (14) days notification before implementation of a new work schedule, including the 2-1, seven and one-half (7½) hours a day shift pattern, except by mutual agreement at the local level.

(e) Employees shall have completed all necessary actions to ensure that they can commence the assigned work activities or leave their point of assembly for their assigned activities promptly at the commencement of their assigned start time. This shall include pre-trip check, equipment designation and assigned work activities. It is understood that the sum of time for these activities shall not exceed fifteen (15) minutes and that activities performed under this provision are considered part of the workday and earnings for the purposes of WCB, Article 25 and Clause 30.4 (Indemnity).

### **14.3 Conversion of Hours**

(a) *Lieu days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be equivalent to a regular scheduled shift per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be on the basis of scheduled hours for all shifts except the nine (9) hour shift which will be granted on the basis of eight (8) hours.

(c) *Sick days* - Where an employee is granted sick pay, sick pay shall be provided on the basis of scheduled hours.

### **14.4 Rest Periods**

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

### **14.5 Standby Provisions**

(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hours pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

(b) Employees required to stand by under (a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

(c) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

### **14.6 Meal Periods**

(a) Recognized meal periods will be within the middle two (2) hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle

two (2) hours shall be paid time and one-half (1½x) the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.

The length of the meal period shall be agreed to at the local level and shall be not less than thirty (30) minutes nor more than sixty (60) minutes.

(b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

(c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks.

#### 14.7 Table of Recognized Shift Patterns

Length of Shift Pattern	Scheduled Workday
5:2	7 hours
5:2, 5:2, 4:3	7.5 hours
5:2, 4:3	7 hours, 49 minutes
4:3, 4:3	8 hours, 50 minutes
2:1	7 hours 30 minutes
4:3, 3:4	10 hours

#### 14.8 Winter Shifts for Highway Maintenance Crews

(a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.

(b) However, it is agreed that wherever possible the notice of these shift schedules should be given at least thirty (30) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign-up and selection process which is required.

(c) Winter work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of the work schedule.

(d) An employee's paycheque will not be reduced beyond his normal biweekly amount.

#### 14.9 Scheduling of Earned Time Off

(a) Surplus time as per Clause 14.7.

(b) Earned time off shall be scheduled by mutual agreement, subject to operational requirements.

(c) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using double-time (2x) as the premium rate.

(d) Where employees choose to carry earned time off forward for addition to vacation period within the MOTH Contract year it is earned, then the extra time worked in the period is to be considered as a "straight-time" time credit to be carried forward. All other banked earned time off shall be taken in the MOTH Contract vacation year it is earned or the Employer may schedule it.



#### **14.10 Rotation of Shifts**

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than their share of the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shifts.
- (b) Where a machine is being utilized on a regular basis on a day shift only during the winter shift schedule, then the operator assigned to that machine shall not be required to enter into a winter shift schedule to operate other classes of machines.
- (c) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
  - (1) by service seniority for all employees classified at the level of the work to be performed; followed by
  - (2) service seniority for all employees from other classifications.

#### **14.11 Split Shifts**

There shall be no split shifts.

#### **14.12 Earned Time Off**

Subject to mutual agreement, nothing in this agreement prohibits the implementation of a modified workday or work schedule that would allow employees to work longer hours than the daily hours established in the existing work schedule. The maximum length of any workday under this provision shall be twelve (12) hours and shall not apply on a day of rest. Any hours worked under this provision shall be at straight-time rates and scheduled pursuant to Clause 14.9.

#### **14.13 Relocations of a Temporary Nature**

Employees who on a temporary basis are required to relocate their point of assembly to a seniority block outside their normal seniority block, will either have meals, transportation and accommodation provided or be eligible for authorized allowances.

#### **14.14 Yard Closure**

Should operational requirements or change in required work result in the decision to close a yard or office, the Employer agrees to advise and consult with the Union in accordance with the requirements of Section 54 of the *Labour Relations Code*, at least sixty (60) days before the closing, so that an understanding may be reached regarding affected employees. Additionally, the Employer agrees to maintain at least one (1) permanent point of assembly in each of the Vancouver Island seniority blocks.

#### **14.15 Employees Who Work Away from Their Point of Assembly**

- (a) Every employee will be assigned a regular point of assembly. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office, etc.
- (b) Employees working away from their regular point of assembly on highway maintenance work shall be paid for all hours worked and time travelling to the worksites and returning, or as mutually agreed with the individual(s) concerned and a member of the Joint Labour/Management Committee.

#### 14.16 Job Duties

Job duties at regular points of assembly shall be assigned on the basis of seniority subject to the employee meeting the job requirements within a classification.

### ARTICLE 15 - SHIFT WORK

#### 15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts*

- (1) *day shift* - any start between 5:00 a.m. and 2:59 p.m.
- (2) *night shift* - any start between 3:00 p.m. and 4:59 a.m.

(b) *Shift Premium*

- (1) *night shift* - one dollar and nineteen (\$1.19) per hour
- (2) *weekend day shift* - sixty cents (60¢) per hour

#### 15.2 Shift Premium Entitlement

- (a) An employee shall receive the shift premium for all straight-time hours worked on a shift.
- (b) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (c) Shift premiums will not apply to overtime hours worked.
- (d) Where winter maintenance shift requirements result in three (3) non overlapping shifts at a point of assembly, or when the Employer double shifts a machine or activity, then only one (1) shift shall be designated as a day shift.

#### 15.3 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### ARTICLE 16 - OVERTIME

#### 16.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" - means twice (2x) the straight-time rate.

#### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the article, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without authorization. Copies of these regulations will be posted.

(c) The method of compensation for overtime shall be in accordance with this agreement.

(d) Overtime authorized by a Supervisor and worked by the employee will not be disallowed by Management at a later date, provided such overtime is properly recorded.

### **16.3 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### **16.4 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### **16.5 Sharing of Overtime**

(a) Opportunities for scheduled overtime work, including callouts shall be allocated equitably considering operation circumstances and the availability of qualified employees within each classification series. Such equitable sharing shall be by seniority block pursuant to (b) below. The equitable sharing of overtime is independent of employee seniority so seniority language regarding job duty assignments doesn't apply.

(b) The equitable sharing will include casuals on scheduled shifts.

(c) The Employer shall maintain records of all offers of overtime by name, date, time and the response to the offer. Such records shall be available for viewing by all employees. An employee who declines an opportunity to work overtime shall be considered to have worked that overtime for the purpose of determining an equitable sharing of overtime.

(d) A list of overtime worked, by classification series, shall be posted monthly in each seniority block.

(e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

### **16.6 Overtime Compensation**

(a) Overtime worked shall be compensated at the following rates:

(1) time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled workday; and

(2) double-time (2x) for hours worked in excess of (1); and

- (3) time and one-half (1½x) for hours worked on a day of rest equivalent to the hours of a regular shift, and then double-time thereafter.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of time and one-half (1½x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time (2x) for all hours worked.

(c) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) Overtime shall be compensated either in cash or time off, or a combination of both, in accordance with the following:

Employees shall have two (2) opportunities per year to elect how to be compensated. The options shall be:

- (1) one hundred percent (100%) cash; or
- (2) one hundred percent (100%) time off;

The Employer shall provide an appropriate form for this purpose.

Employees shall have six (6) opportunities per year upon two (2) weeks notice to elect to convert accumulated time off credits to cash. The payout will have tax withheld at a rate equal to the employees normal tax rate.

(e) The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld. The banked CTO shall not exceed two hundred and fifty (250) hours or the Employer may schedule or pay out the surplus time.

### **16.7 Overtime Meal Allowance**

(a) When an employee is required to work in excess of three (3) hours overtime immediately before or after completion of their daily scheduled hours, they shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance is fourteen dollars and sixty-eight cents (\$14.68).

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) In the case of an employee called out on overtime to work on a rest day, this article will apply only to hours worked outside their regular shift times for a normal workday.

(d) Where any of the meals provided under (a), (b) or (c) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

### **16.8 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

**16.9 Right to Refuse Overtime**

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.

**16.10 Callout Provisions****(a) Callout Compensation**

An employee who is called back to work outside their regular working hours shall be compensated for a minimum of two (2) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

**(b) Callout Time Which Abuts the Succeeding Shift**

(1) If the callout is for two (2) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift;

(2) If the callout is for longer than two (2) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds two (2) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall;

(3) For the purpose of (1) above it is agreed that "callout" means that an employee has been called out without prior notice.

**(c) Overtime or Callout Which Does Not Abut the Succeeding Shift**

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift;

(2) In a callout situation where at least four (4) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift being available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

**(f) Callout for Emergency Situations**

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergency nature.

**16.11 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

**16.12 Overtime Records**

Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained at the main office and that access to such records shall be permitted to the union official in that jurisdiction.

**16.13 Limiting of Overtime**

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled. If only the Employer's vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees or seriously disrupt production, the Employer shall endeavour to provide alternate transportation.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

(a) The following have been designated as paid holidays:

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

(b) Any other day proclaimed as a holiday by the federal or provincial, governments shall also be a paid holiday.

**17.2 Holidays Falling on Saturday or Sunday**

(a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

(b) Where there is a work dependency between employees covered by this agreement and other employees, the parties may, by mutual agreement, amend (a) above.

**17.3 Holiday Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. Scheduling of such day off shall be through mutual agreement.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and one-half (1½x).

#### **17.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be pursuant to Clause 17.3.

#### **17.5 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

#### **17.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or New Year's Day off.

#### **17.7 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

#### **17.8 Workday Scheduled on Paid Holiday**

An employee scheduled to work on a designated paid holiday will not be sent home before the end of their scheduled workday or shift except by mutual agreement.

### **ARTICLE 18 - ANNUAL VACATIONS**

#### **18.1 Annual Vacation Entitlement**

(a) *Definitions*

"*Vacation year*" - for the purposes of this article a vacation year shall be the year commencing September 20<sup>th</sup> and ending September 19<sup>th</sup>.

"*First vacation year*" - the first vacation year is the year in which the employee's first anniversary falls.

(b) Regular employees shall earn vacation entitlement as follows:

<b>Vacation years</b>	<b>Hours</b>
First to fifth .....	105
Sixth .....	112
Seventh .....	119
Eighth .....	147
Ninth .....	154
Tenth .....	161
Eleventh .....	168
Twelfth .....	175

Thirteenth to nineteenth .....	175
Twentieth and thereafter .....	210

- (c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

### 18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month.
- (b) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

### 18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a year basis.
- (b) The year in which an employee's first anniversary falls shall be the first (1<sup>st</sup>) vacation year. For the purpose of additional leave entitlement, the year in which the fifth (5<sup>th</sup>) anniversary falls shall be the fifth (5<sup>th</sup>) vacation year; in which the sixth (6<sup>th</sup>) anniversary falls shall be the sixth (6<sup>th</sup>) vacation year; etc.
- (c) *Vacation Period*

The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year.

- (d) *Prime Time Vacation Period*

(1) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period May 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, which shall be defined as the prime time vacation period.

(2) For those employees who have more than four (4) weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

- (e) *Preference in Vacation*

(1) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority within that work group.

(2) An employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation may exercise service seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.

- (f) *Vacation Schedules*

(1) Vacation schedules will be posted between December 1<sup>st</sup> and December 15<sup>th</sup> for the period of January 1<sup>st</sup> through April 30<sup>th</sup>, and between April 1<sup>st</sup> and April 15<sup>th</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.



- (2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority.
- (3) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (4) An employee transferred by the Employer shall maintain their vacation period provided that any other employee's vacation period shall not be affected thereby.
- (5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

(g) *Vacation Relief*

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in accordance with Clause 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

- (h) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

#### **18.4 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) Upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.

#### **18.5 Approved Leave of Absence With Pay During Vacation**

When an employee is in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually-agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **18.6 Vacation Carryover**

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year, except that such vacation carryover shall not exceed ten (10) days at any time. The Employer reserves the right to schedule vacation in excess of ten (10) days for those employees who have not selected their vacations by August 1<sup>st</sup>.
- (b) A single vacation period which overlaps the end of a year (December 31<sup>st</sup>) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining September 19<sup>th</sup> shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### **18.7 Callback From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **18.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a pension under the Public Sector Pension Plans Act, or the Union Pension Plan, or who has reached the retirement age, shall be granted full vacation entitlement for the final year of service.

Effective September 20, 2019, the vacation in the final year on retirement of an employee will be on a prorated basis.

### **18.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

## **ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, stepparent, stepchild, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) marriage of the employee .....three (3) days;
- (2) attend wedding of the employee's child .....one (1) day;
- (3) birth or adoption of the employee's child .....one (1) day;
- (4) serious household or domestic emergency.....one (1) day;
- (5) moving household furniture and effects .....one (1) day;
- (6) attend their formal hearing to become a Canadian citizen.....one (1) day;
- (7) attend funeral as pallbearer or mourner.....one-half (½) day;
- (8) court appearance for hearing of employee's child.....one (1) day.

(b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working-hours, and if they have not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

## 20.3 Family Illness

(a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, up to two (2) days paid leave at any one time for this purpose. This benefit may be claimed up to two (2) times per year with no carryover.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

## 20.4 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

## 20.5 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

#### **20.6 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

#### **20.7 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### **20.8 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons in writing for withholding approval.

#### **20.9 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children are permitted, the full-time absence shall be charged to the entitlement described in Clause 20.11.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.11 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **20.10 Definition of Child**

Wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

**20.11 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.9 shall not exceed a total of thirty-five (35) hours per year, unless additional special leave is approved by the Employer.

**20.12 Emergency Service Leave**

Where employees' services are required for emergency operations by request from Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

**20.13 Canadian Armed Forces**

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With pay* - where an employee is required to take annual training with Her Majesty's Reserve Forces provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

**ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE****21.1 Pregnancy Leave**

- (a) An employee is entitled to pregnancy leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the commencement of their leave. Such notice will be given at least four (4) weeks prior to the expected date of the commencement of pregnancy leave.
- (c) The period of pregnancy leave may commence up to eleven (11) weeks prior to the expected date of birth and shall end no earlier than six (6) weeks after the actual birth date. A shorter leave period may be requested provided such request is accompanied by a duly qualified medical practitioner's certificate stating that the employee is able to resume work.

**21.2 Parental/Adoption Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (thirty-five [35] consecutive weeks for a birth mother who took pregnancy leave pursuant to Clause 21.1 above).
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them.

- (c) Such written request pursuant to Clause 21.2(a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1;
  - (2) in the case of a birth father or birth mother who did not take pregnancy leave pursuant to Clause 21.1 above, beginning after the child's birth and within fifty-two (52) weeks after that event;
  - (3) in the case of an adopting parent, beginning within fifty-two (52) weeks after the child is placed with the parent.
- (e) A leave request under this clause must be supported by appropriate documentation.

### **21.3 Extension of Leaves**

Employees who are entitled to leave pursuant to Clause 21.1 or 21.2 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Clause 21.1 or 21.2.

### **21.4 Benefit Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.2 and 21.3, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.5 the Employer will recover monies paid pursuant to this clause.

### **21.5 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1 and 21.2 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if they do not return to work after having given such advice.

### **21.6 Entitlements Upon Return to Work**

- (a) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 or 21.2 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on pregnancy, parental or adoption leave shall be credited with their earned

vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent pregnancy, parental or adoption leave.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this article.

### 22.2 Joint Occupational Health and Safety Committees

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The Committees will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually-agreed-to form and shall be sent to the Union and the Employer.
- (c)
  - (1) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees:
    - (i) where a workforce of ten (10) or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WorkSafeBC First Aid Regulations; or
    - (ii) where a workforce of twenty-five (25) or more workers in an operation or work area classified as "C" (low) hazard by WorkSafeBC First Aid Regulations;
    - (iii) where workforce numbers are less than the minimum requirements of (i) and (ii), local committees may be established to encompass more than one worksite within a headquarters or geographic location. Such committees shall respect the Employer's administrative structure and worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Article 29 Labour/Management Committee.
    - (iv) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for committee representation.
  - (2) At any worksite where a committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with WorkSafeBC Occupational Health and Safety Regulations. Records of the meetings and matters discussed shall be forwarded to the Union and the nearest local committee established in (1) above within the Employer's administrative structure.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations. Transportation shall be provided by the Employer.

(e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(f) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union-designated committee member or union-designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

(g) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of Health and Safety Committees. The Employer shall make every reasonable effort to ensure that the union members are able to attend such meetings.

(h) An employee who serves on a Health and Safety Committee and who is designated to investigate matters pertaining to safety and health during or outside of their normal working hours shall receive the rate of pay they would normally earn if they were not serving on these committees.

### **22.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with WorkSafeBC Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

### **22.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave provided they report their injury to management and WorkSafeBC when they are physically able to do so.

### **22.5 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

### **22.6 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.



## 22.7 Investigation of Accidents

- (a) Pursuant to WorkSafeBC Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually-agreed accident investigation form which may be amended by mutual agreement and copies sent to:
  - (1) WorkSafeBC ("WSBC") as per WSBC requirements
  - (2) Occupational Health and Safety Committee
  - (3) Employer Designate(s)
  - (4) BCGEU Designate(s) upon request

Nothing in this article restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

- (c) In the event of a fatality the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## 22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold:
  - Occupational First Aid Certificate, Level 1 – sixty cents (60¢) per hour
  - Occupational First Aid Certificate, Level 2 – seventy cents (70¢) per hour
- (d)
  - (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
  - (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of WorkSafeBC regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
  - (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.3.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of WorkSafeBC regulations to undertake Occupational First Aid training in order to obtain a certificate.

## **22.9 Unresolved Safety Issues**

The local safety committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from WorkSafeBC.

## **22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

(a) The Employer will abide by the Industrial Health & Safety Regulations of WorkSafeBC.

(b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

## **22.11 Radio Contact or Employee Check**

(a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "*radio-controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

## **22.12 Safe Working Conditions**

(a) In the interest of the employee's personal safety, including risks of workplace violence, the Employer shall comply with WorkSafeBC Regulations.

(b) Winter shifts will be arranged in such a manner that contact with employees will be possible from a local base station or from another employee working out of the same point of assembly or, where sufficiently close, adjoining point of assembly. The matter of determining which points of assembly are sufficiently close will be referred to Joint Safety Committees.

(c) The parties agree that the Employer's responsibility in this article is the assignment of personnel. Absence of an employee due to sickness or for any other reason shall not constitute a violation of this article.

(d) *Safe Working Conditions*

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

(e) The Employer recognizes the potential for violence exists whenever there is direct interaction between workers and non-workers. The Employer agrees to provide a workplace as safe from the threat of violence as possible. If there is a risk of violence in a workplace, the Employer agrees to set up and instruct workers on procedures to eliminate or minimize the risks, in accordance with WorkSafeBC regulations, and in consultation with the local Joint Occupational Health and Safety Committee.

(f) In the event of a traumatic incident at work, the Employer will arrange for critical incident stress debriefing through its EAP provider.

### **22.13 Supply and Maintenance of Equipment**

A regular employee shall not suffer any loss in wages in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work. The Employer shall comply with the requirements of the Commercial Vehicle Safety and Enforcement ("CVSE") program.

### **22.14 Survival First Aid Course**

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Employer's expense. Any disputes arising from the application or interpretation of this article shall be referred to the Joint Committee for resolution.

### **22.15 Training Programs for Occupational Health and Safety Members**

In instances of joint training of Occupational Health and Safety Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Health and Safety Committee Members. The Employer agrees that two appointed employee representatives will be granted leave with pay for up to two (2) days for the purpose of joint training.

### **22.16 Mental Health**

(a) The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policies, guidelines and regulations pertaining to the promotion of mental health.

(b) The Employer agrees to adopt standards in the promotion of a psychologically healthy workplace.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Recognition of Technological Change**

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the parties have agreed to the following:

### 23.2 Notice of Technological Change

- (a) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Labour/Management Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
  - (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the provisions of Article 13.
  - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13.

### 23.3

For purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### 23.4 Waiving of Notice

Notwithstanding Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

### 23.5

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in relevant Legislation and provided for in Clause 23.2(a). Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either party.

## ARTICLE 24 - CONTRACTING OUT

### 24.1 No Contracting Out Which Results in Layoff

- (a) The Employer agrees not to contract out any of the Employer's work presently performed by regular employees covered by this agreement which would result in the laying off of such employees.
- (b) The Employer may not contract out snow plowing, salting and/or sanding unless all qualified and available regular and casual employees within the affected seniority block are working or scheduled to work. The Employer may subcontract out snow plowing using specialized equipment (ie. Graders, snowblowers, bulldozers, snowcats, excavators) in emergency situations.
- (c) It will not be deemed to be a violation of this agreement when the Employer contracts out work, including as set out above in (b), which results in casual employees on layoff not being recalled for work assignment.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Basic Medical Insurance

All eligible employees shall be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the Plan. The Employer will pay one hundred percent (100%) of the premium.

### 25.2 Extended Health Care Plan

The Employer shall provide extended health care coverage to employees under a mutually acceptable extended health care plan. The Extended Health Care Plan shall include-, a prescription point of purchase deduction plan.

The plan shall include coverage for corrective lenses and hearing aids. The allowance for visions care shall be three hundred sixty-six dollars (\$366) every twelve (12) months for dependent children, and three hundred sixty-six dollars (\$366) every twenty-four (24) months for employee and spouse. The allowance for hearing aids will be six hundred and forty-two dollars (\$642) per forty-eight (48) month period. Paramedical expenses will not have a fee limit and will be covered to a maximum of three hundred dollars (\$300) for each service per calendar year.

The annual deductible is fifty dollars (\$50).

### 25.3 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually-acceptable plan which provides:

- (1) *Reimbursement amount*
- Part A (Preventative and minor restorative).....one hundred percent (100%)
  - Part B (Major restorative) ..... sixty percent (60%)
  - Part C (Orthodontic) ..... fifty percent (50%)
  - (Lifetime maximum on Part C) ..... two thousand five hundred dollars (\$2500)
- (2) *Deductible amount*..... nil

**25.4 Group Life**

(a) The Employer shall provide a mutually-acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of one hundred thousand dollars (\$100,000).

The Employer shall pay one hundred percent (100%) of the premium on the base minimum and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental death and dismemberment:

- (1) the principal sum is twice the group life;
- (2) loss of both hands or feet - the principal sum;
- (3) loss of sight of both eyes - the principal sum;
- (4) loss of one hand and one foot - the principal sum;
- (5) loss of one hand or one foot and sight of one eye - the principal sum;
- (6) loss of one hand or one foot - one-half (½) the principal sum;
- (7) loss of sight of one eye - one-half (½) the principal sum;
- (8) accidental death - the principal sum.

**25.5 Medical Examination**

(a) Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 2, Section 1.4.

(b) Effective September 20, 2013, the Employer will provide one hundred percent (100%) reimbursement of medical examinations for driver's licence renewal (Class 3 and above) for regular employees and casual employees with more than fifteen hundred (1500) hours seniority.

**25.6 Employee Assistance Program**

The Employer agrees to pay one hundred percent (100%) of the cost of "*Fee for Service*" Employee Assistance Program. It is understood the following will apply:

- (a) total cost will not exceed three thousand five hundred dollars (\$3,500) per year;
- (b) personal counselling services will be provided for employees and their families;
- (c) Shepell•fgi will provide the service;
- (d) the program will be confidential and bills will be sent by Shepell•fgi to the Employer;
- (e) counselling visits will be limited to a maximum of six (6) per client;
- (f) the counselling service, when billing the Employer, will not identify who has used the service;
- (g) a member of an employee's family shall be defined as a spouse and a child.

**25.7 Health and Welfare Plans**

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

(b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

**25.8 Workers' Compensation Benefits**

- (a) When a regular employee is on a claim recognized by the WCB, while the employee was in the Employer's business, they shall be entitled to leave at their regular rate of pay up to a maximum of one hundred and fifty-two (152) days for any one claim.
- (b) In such cases the compensation payable by WorkSafeBC shall be remitted to the Employer.
- (c) Vacation credits during the first one hundred and fifty-two (152) days for any one claim and seniority shall accrue while the employee is receiving WCB benefits.

**ARTICLE 26 - WORK CLOTHING****26.1 Work Clothing**

All matters pertaining to the provision and maintenance of work clothing shall be in accordance with the terms of this agreement.

**(a) Supply of Required Uniforms**

- (1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
- (2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance of twenty dollars (\$20) per month where arrangements have not been made for cleaning, laundering and repairing.
- (3) The type of uniform or wearing apparel to be provided shall be determined by Joint Labour/Management Committee.

**(b) Protective Clothing**

- (1) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (2) The Employer agrees to supply/purchase the following minimum issues:
  - (i) Individual issue coveralls to the following:
    - Bridgeman..... two (2) pairs per week;
    - Bridge Labourer ..... two (2) pairs per week;
    - Machine Operators..... two (2) pairs per year (upon request);
    - Mechanic..... three (3) pairs per week;
  - (ii) Individual issue laboratory coats or counter coats.
  - (iii) Plant issue rubber boots, aprons, gloves and goggles where appropriate.
  - (iv) The Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of twenty dollars (\$20) per month will be provided.

(c) *Safety Equipment*

(1) With the exception of prescription glasses and safety footwear, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed WorkSafeBC Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by WorkSafeBC, it will be issued on an individual basis:

- (i) hard hats and liners where required;
- (ii) safety gloves;
- (iii) safety or welding goggles and helmets;
- (iv) respirators;
- (v) protective hearing devices.

(2) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

**26.2 Purchase of Work Clothing**

(a) The Union and the Employer agree that preference will be given to BC suppliers when clothing or wearing apparel is purchased by the Employer. Upon depletion of existing stocks and termination of current contracts, all apparel supplied by the Employer shall be union-made where available and shall bear a label so stating. The aims of this policy are:

- (1) to encourage business operations within BC;
- (2) to foster new job-creating enterprises throughout the province; and
- (3) to promote growth and stability in BC.

(b) For the term of this agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (1) is manufactured in BC; or
- (2) creates new jobs in BC.

at the provincial industry-standard rate of pay, the Union will consider the provisions of union label to have been met.

**26.3 Replacement Provisions**

(a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued.

(b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in this agreement.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

**27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one (1) sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for the same work.



**27.2 Paydays**

- (a) Employees shall be paid biweekly every second (2<sup>nd</sup>) Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions (employer and employee) and deductions shall be provided, at the employee's option by paper or electronically (ie. email or epost), on or before payday for each pay period. All premiums and allowances payable shall be paid out no later than three (3) weeks from the date of earning them.
- (c) Where direct deposit is instituted, the Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday.

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.7 and Appendix 3, Rates of Pay for Apprentices.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Rates of pay shall be as indicated in Appendix 4.

**27.4 Substitution Pay**

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, they shall receive the rate for the job. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (b) Substitution pay is payable when an employee assumes responsibilities of a higher paying classification as a result of designation by the Employer or as a result of operational requirements. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the substitution pay claim. In order to facilitate a fair and reasonable administration of this article, the Employer will draw up regulations defining the circumstances under which an employee may undertake substitution work without prior authorization.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half (½) hour, they shall be paid the higher rate by one-half (½) day increments.
- (d) The application of this article shall not include training time.
- (e) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence or any other reason.
- (f) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.
- (g) Appointment to substitute in supervisory level positions shall be made on the basis of qualification and seniority.
- (h) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this article.

**27.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher-paying position, they will receive the rate for the position.

**27.6 Pay on Temporary Assignment**

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

**27.7 Wage Protection and Downward Reclassification of Position**

An employee shall not have their wage reduced by reason of:

- (a) a change in the classification of their position or;
- (b) placement into another position with a lower maximum wage;

that is caused other than by the employee.

**27.8 Vehicle Allowance**

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be forty-one cents (41¢) per km effective on signing.

**27.9 Meal Allowances**

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

The meal allowance shall be:

Breakfast .....	\$12.24
Lunch.....	\$17.14
Dinner .....	\$25.70

**27.10 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be as follows:

Both parties to this agreement recognize that employees should not be required to work under abnormal working conditions; however, where it is unavoidable the following shall apply:

A premium allowance of one dollar and twenty-two cents (\$1.22) per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one (1) hour increments. This same premium shall apply to tree falling, working in confined areas, dirty money, or welding and cutting of galvanized material.

**27.11 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**27.12 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be paid by the Employer.

**27.13 Relocation Expenses**

Regular employees who have to move from one (1) seniority block to another after winning a competition, or at the Employer's request, shall be entitled to reasonable relocation expenses upon presentation of receipts.

**27.14 Retirement Allowance**

Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Union Pension Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their wage for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ( $\frac{1}{5}$ ) of their monthly wage.

The retirement allowance will only apply to regular employees who would be eligible at the time of the expiry of the existing collective agreement on September 19, 2019.

**27.15 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call within British Columbia, for every night away.

**27.16 Wage Rate on Demotion as a Result of Discipline**

When an employee is demoted, they shall receive the rate for the position to which they have been demoted.

**27.17 Work Time Records**

- (a) Any change to an employee's record of time worked which affects their wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.
- (b) All employees shall submit a time sheet on a daily basis to the foreman.
- (c) For all time absent from work on leaves provided in this agreement, the employee shall submit a leave management transaction form.

**27.18 Training Allowance**

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of one dollar and twenty-two cents (\$1.22) per hour while training. The minimum shall be one-half ( $\frac{1}{2}$ ) hour a shift. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.19 Supervisory Allowance**

- (a) Where an employee is temporarily required by the Employer to supervise a group of employees for one-half ( $\frac{1}{2}$ ) the working day or longer, they shall receive an allowance of fifty cents (50¢) per hour for all hours required to provide supervision.

- (b) Where a journeyman acts as a lead hand, they shall receive the journeyman rate to which they are entitled in the wage schedule, plus an allowance of fifty cents (50¢) per hour.

### **27.20 Boot Allowance**

All regular employees who are required by WCB to wear safety boots shall receive a boot allowance to a maximum of one hundred and twenty-two dollars (\$122) per year upon production of a receipt for purchase or repair, with carryover of the receipt.

## **ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**

### **28.1 Classification Specifications**

Classification specifications shall be established or amended by mutual agreement with the Union, as per Appendix 5, or by reference to arbitration.

### **28.2 Classification and Salary Adjustments**

- (a) When a new or substantially altered classification covered by this agreement is introduced or a new or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, or piece of equipment, within ten (10) days of their first (1<sup>st</sup>) meeting or other such period agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matters, within twenty-one (21) days, to arbitration. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

## **ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE**

### **29.1 Establishment of Joint Committee**

There will be established a Joint Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The structure of this Committee shall be:

The three (3) union representatives from the Bargaining Committee and three (3) senior employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees. Employees appointed to the sub-committees or ad hoc committees of the Joint Committee shall be from the worksite concerned.

### **29.2 Meetings of Committee**

The Joint Committee shall meet at the call of either party, but not more than once per month or less than once every three (3) months, at a mutually-agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

### **29.3 Chairperson of Committee**

An employer representative and a union representative shall alternate in presiding over meetings.

#### **29.4 Responsibilities of Committee**

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing grievances and misunderstanding.
- (c) The Committee will be responsible for working with the Employer's manager responsible for training to develop an annual training program that is designed to enhance the existing skill base of employees while increasing an employees' suitability for promotional opportunities.

#### **29.5 Minutes of Labour/Management Meetings**

The non-presiding Chairman shall act as Secretary for the purpose of keeping minutes. Minutes will be exchanged between committee members for agreement in content. Agreed minutes will be posted at each point of assembly.

### **ARTICLE 30 - GENERAL CONDITIONS**

#### **30.1 Parking**

The Employer agrees to designate adequate space at each yard for employee parking.

#### **30.2 Tool Allowances**

- (a) Other than employees classified as Mechanics, Helpers or Apprentices, employees will not be required to supply work tools or equipment.
- (b) In the case of Mechanics, Helpers, or Apprentices, the Employer shall pay a tool allowance of thirty-three cents (33¢) per hour for each hour worked.
- (c) The Employer will replace the employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of their tools approved by the appropriate employer designate detailing the number, type, make, and serial number (if applicable) of each tool.

#### **30.3 Comprehensive Insurance**

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer. The insurance shall have a fifty dollar (\$50) deductible except for B and E, fire and total loss of items covered, in which case there will be no deductible. Employees shall provide a comprehensive list of all tools requiring insurance and they shall keep that list updated. This list shall be kept on the employee's personnel file.

### 30.4 Indemnity

- (a) *Civil Action* - except where a joint union-employer committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the performance of their duties, the Employer shall pay for all legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
  - (2) when the employee themselves requires or retains legal counsel in regard to the incident or course of events;
  - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
  - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 30.5 Political Activity

(a) *Municipal and School Board Offices*

- (1) employees may seek election to municipal and school board offices, provided that:
  - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
  - (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the position employee.
- (2) Where an employee who is elected to a municipal council or school board office is required to attend municipal council or school board meetings held during the employee's normal working hours, the Employer shall grant the employee leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the

employee shall be granted leave of absence in accordance with Clause 20.4(c). If not elected, the employee shall be allowed to return to their former position.

### **30.6 Copies of Agreements**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the agreement for distribution to employees. The cost of such printing and distribution shall be borne equally by the Employer and the Union.

(b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
THE EMPLOYER (Contract Area 01)  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective to September 19, 2019

(c) All agreements shall be printed in a union shop and shall bear a recognized union label. The agreement shall be in pocket-size format (4" x 6").

### **30.7 Travel Advance**

Regular employees not covered by a work party advance, and who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### **30.8 Reorganization**

(a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees.

(b) Any substantial reorganization in the bargaining unit which results in redundancy, relocation or reclassification, shall be referred to the Joint Committee as established in Article 29.

### **30.9 Private Vehicle Damage**

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the full cost of any damage shall be borne by the Employer.

### **30.10 Personal Property Damage**

Where an employee's personal possession(s) is/are damaged as a direct result of the employee being employed by the Employer, the Employer shall pay the replacement costs.

### **30.11 Work Group**

(a) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

- (1) Substitution
- (2) Rotation of Shifts
- (3) Allocation of Overtime
- (4) Preference in Vacation
- (5) Training Courses

- (b) Where the Employer proposes a change in work groups, the matter shall be subject to agreement between the parties.

### **30.12 Telephone Facilities**

- (a) Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities; in which case no telephone allowances will be paid.
- (b) Should the Employer determine cell phones are required for employees to conduct company business, the Employer will either provide a company cell phone to the employee, or reimburse the employee for applicable work-related cell phone expenses incurred on the employee's personal cell phone.

### **30.13 Apprentices Moving Expenses**

The Employer agrees to pay for authorized moving expenses incurred by apprentices to and from home bases other than to the initial appointment base. When an apprentice qualifies for a higher percentage on the wage scale, this shall not be construed as a promotion. When there is a pre-programmed change in an apprentice's geographic location, this shall not be construed as a transfer.

### **30.14 Apprentices**

- (a) *Administration and Implementation of Apprenticeship Programs*

The Employer and the Union recognize the apprenticeship programs are the normal procedures for obtaining Journeyman qualifications. Administration and implementation of apprenticeship programs will be administered by the Union and the Employer.

- (b) *Apprentices Attending School as Required by the BC Ministry of Labour*

- (1) When an apprentice is attending school as required by the BC Ministry of Labour, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Federal Department of Manpower and shall remit this allowance to the Employer.
- (2) The Employer will advise apprentices when they are eligible for a Federal Department of Manpower wage allowance.

- (c) *Apprentices Attending Special Training as Required by the Employer*

Where apprentices are required by the Employer to attend specialized training locations which require them to live away from their principal residence, they shall receive the appropriate allowance as per Appendix 9 of this agreement.

## **ARTICLE 31 - CASUAL EMPLOYEES**

### **31.1 Casual Employees**

A casual employee shall receive a letter of appointment clearly stating their employment status and classification, and expected duration of employment.

### **31.2 Probation Period**

For casual employees the probation period shall be the first three hundred and fifteen (315) hours worked at straight-time, in a twelve (12) month period.



### 31.3 Seniority List

The Employer will prepare seniority lists for casual employees in each classification series within a seniority block. These lists shall be posted twice yearly, April 1<sup>st</sup> and October 1<sup>st</sup>, in each seniority block.

### 31.4 Vacation Entitlement

- (a) Casual employees shall receive a vacation pay allowance of four percent (4%) of gross pay.

### 31.5 Pension Plan Eligibility

- (a) Casual employees shall be eligible to enrol in the Pension Plan after six hundred and thirty (630) hours worked at straight-time. The Employer will notify the employee within two (2) weeks of their eligibility date of their right to enrol in the Plan.

### 31.6 Health and Welfare Premium

Casual employees, and post-65 employees who are not currently receiving superior benefits contained in the collective agreement, shall receive one dollar and eighteen cents (\$1.18) per working hour to a maximum of ninety-two dollars (\$92) biweekly in lieu of health and welfare benefits after working six hundred and thirty (630) hours.

The "*in-lieu*" amounts will be increased in each year by equivalent of the Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%), whichever is greater. Such increase will occur on the anniversaries of the collective agreement.

### 31.7 Seniority for Casual Employees

- (a) Casual employees shall upon successful completion of probationary period, be credited with seniority equal to all hours worked from date of hire.
- (b) Total straight-time hours worked in all work locations shall be combined and included when applying Clauses 31.2, 31.5 and 31.6.

### 31.8 Layoff and Recall

- (a) Layoff of casual employees shall be by classification in reverse order of seniority within a point of assembly. The Employer shall provide employees with as much notice of layoff as is operationally feasible. When an employee is laid off, the recall period shall commence on the later of:
  - (1) the effective date of layoff stated in the notice; or,
  - (2) the actual date an employee is laid off.
- (b) Casual employees on layoff shall be recalled in order of seniority within a point of assembly, provided that the casual employee is qualified to carry out the work which is available. If an employee is recalled for any period of time and subsequently laid off, the recall period shall commence again. Casual hours worked in various points of assembly shall not be combined for recall purposes. However, where a casual employee has recall rights, seniority will be credited to that employee for hours worked in each point of assembly. A casual employee shall not lose any accrued seniority for accepting work in another point of assembly.
- (c) The Employer shall make every effort to recall casuals in order of seniority, as above.
- (d) A casual employee will lose their seniority when they are on layoff for more than nine (9) months; except for casual employees newly hired after September 1<sup>st</sup>, 2006 who shall lose seniority after six (6) months on layoff from any layoff that occurs during the first twelve (12) months following their original

date of hire. Should such an employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the nine (9) month provision set out above.

(e) Unavailability for recall is not considered a refusal if the casual employee is working at another point of assembly for the Employer, but the casual employee will not have bumping rights later for the work represented by that call at the second point of assembly.

(f) If a casual employee is working at one (1) point of assembly, then the Employer is not required to recall that casual employee for work at another point of assembly.

## ARTICLE 32 - UNION PENSION PLAN

### 32.1 Establishment of a Plan

(a) The Employer and the Union are bound by the *BC Pension Benefits Standards Act* (herein referred to as PBSA) and the provisions of the *Income Tax Act*.

(b) The Employer agrees to remain (become) a contributing Employer to the Pension Funds of the BC Target Benefit Pension Plan. The BC Target Benefit Pension Plan is a union sponsored multi-employer plan as defined by the PBSA.

(c) All eligible employees covered by the agreement shall participate in the BC Target Benefit Pension Plan.

### 32.2 Definition of Eligible Employee

Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees and casual employees who meet the criteria in Article 31.

### 32.3 Contribution Rates

The Employer's contribution rate to the Pension Funds shall be eight percent (8%) of each employee's basic (gross) monthly earnings. The Employer shall also deduct, from each eligible employee's basic (gross) monthly earnings, six and one-half percent (6½%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.

Effective September 20, 2019 (effective date of the new collective agreement), the Employer contribution rate shall be reduced by two percent (2%). The Employer contributions will be restored to the previous level with fifty percent (50%) of wage increases (The Labour Component of the Annual Price Adjustment [COLA] in the Ministry of Transportation and Infrastructure Maintenance Agreement) that come into effect after the four percent (4%) in COLA increase savings are realized.

### 32.4 Definition of Earnings

For the purposes of this Pension Plan, basic (gross) earnings is defined as the sum of the wages, disability income from employer or union sponsored disability plans such as Short-Term Disability, Long-Term Disability, income replacement, weekly indemnity, or similar plans, monthly Workers' Compensation benefits, pay for shift differential, overtime pay, other premium allowances, and vacation pay.

### 32.5 Remittance of Contribution

(a) All employer and employee required contributions shall be paid not later than ten (10) days after the end of the last two (2) complete payroll periods for the preceding month. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act* (RCBC 1991).

(b) The Pension Remittance Report submitted by the Employer shall be sent on computer disc in an Excel spreadsheet or in ASCII format.

(c) In the event that an employee leaves the BC Target Benefit Pension Plan due to retirement, the Employer, upon request by the employee, agrees that all employee and employer required contributions to the Pension Fund in respect of that employee shall be received by the Pension Fund no later than the last working day of the month in which the employee retires.

### **32.6 Late Remittance**

In the event that contributions are not remitted in the manner provided in Clause 32.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit appropriate contributions identified in Clause 32.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one (1) full month.

### **32.7 Pension Contribution While Ill or Injured**

Where an employee becomes disabled and is in receipt of Short or Long-Term disability income pursuant to the provisions of Article 25, or where an employee is in receipt of WorkSafeBC Benefits, whether such provisions are insured or not, that employee shall have remitted by the Employer the same employer and employee pension contributions as set out in Clause 32.3 above. Such amount shall be based on the Employee Pre-Disability classification and basic (gross) monthly earnings including any wage increases for that classification.

### **32.8 Discontinuance of Contributions**

In the event that employer and employee required contributions on behalf of eligible employees are discontinued for any reason the Employer shall notify the local union designate at the regularly scheduled meetings of the Joint Labour/Management Committee

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.1 Duration**

Term will be eight (8) years, effective immediately following the expiry of the existing agreement on midnight, September 19, 2019.

### **33.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 19, 2027 but in any event not later than midnight, July 19, 2027.

(b) Where no notice is given by either party prior to July 19, 2027, both parties shall be deemed to have given notice under this article on July 19, 2027, and thereupon Clause 33.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President or his designate.

### **33.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 33.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**33.4 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

**33.5 Agreement to Continue in Force**

- (a) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- (b) The parties agree there will be no strike or lockout during the term of this agreement.

**33.6 Effective Date of Agreement**

The provisions of this agreement shall come into force upon ratification, unless otherwise indicated within this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Scott Bumphrey  
Bargaining Committee Chair

\_\_\_\_\_  
Larry McCall  
Bargaining Committee Member

\_\_\_\_\_  
Shea Morgan  
Bargaining Committee Member

\_\_\_\_\_  
Angela Mahlmann  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Richard Sakaki  
Vice President, Human Resources

\_\_\_\_\_  
Rick Gill  
General Manager

\_\_\_\_\_  
Réal Charrois  
Director of Operations, Maintenance

**FOR THE SUCCESSOR EMPLOYER:**

\_\_\_\_\_  
Frank Rizzardo, President and General Manager

\_\_\_\_\_  
Dustin Khadikin, Vice President

\_\_\_\_\_  
Stew Westwood, Division Manager

\_\_\_\_\_  
Corinna Francis, Human Resources Manager

Dated this 5<sup>th</sup> day of September, 2018.

## **APPENDIX 1 Exclusions**

It is agreed that the following positions shall be excluded from the bargaining unit:

- President
- Vice President
- General Manager
- Manager, Quality Control, Training and Safety
- (Assistant to General Manager)
- Supervisor, Finance and Administration
- Supervisor, Equipment, Facilities and Materials
- Area Superintendents
- Maintenance Coordinator
- Office Workers

## **APPENDIX 2 Short and Long-Term Disability**

### **PART I – SHORT-TERM ILLNESS AND INJURY PLAN**

#### **1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan starting the first day of the month following their probation.
- (b) Notwithstanding (a) above, where a regular employee is on a claim recognized by WorkSafeBC, while the employee was on the Employer's business, they shall be entitled to leave at their regular rate of pay in lieu of benefits as outlined in Clause 1.2. In such cases the compensation payable by WorkSafeBC shall be remitted to the Employer.

The Union agrees to work with the Employer to establish an agreed to point at which an employee on WCB is no longer entitled to the provisions of Article(s) 11, 25, 32 and/or Appendix 2.

#### **1.2 Short-Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury, they will be entitled to a benefit from an acceptable short-term illness and injury plan of seventy-five percent (75%) of pay commencing on the second consecutive workday of each absence or the first day of hospitalization for a period not to exceed seven (7) months from the date of absence. (Note: employees covered by this provision may use CTO, ETO or vacation to cover the first one [1] day of sick leave.)
- (b) The above benefit may be supplemented by the use of the following in descending order:
- (1) compensatory time off (CTO);
  - (2) banked earned time off (ETO);
  - (3) vacation entitlement.

#### **1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short-term plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this Plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this Plan.

#### **1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the province of BC; or
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
  - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of Plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **1.5 Integration With Other Disability Income**

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter ( $\frac{1}{4}$ ) day accumulation that is being used to supplement the Plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory Act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(b);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is

the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity or adoption leave.

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

### **1.7 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **1.8 UIC Premium**

The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

### **1.9 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.1(b) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes



first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of layoff or separation.

## **PART II – LONG-TERM DISABILITY PLAN**

### **2.1 Eligibility**

(a) Regular employees shall be covered by the Long-Term Disability Plan on the first day of the month following the completion of their probation.

(b) Coverage in the Plan is a condition of employment.

### **2.2 Long-Term Disability Benefit**

In the event an employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) while the employee has a time bank balance to be used on a day-for-day basis, full monthly earnings will continue until the time bank is exhausted, and Section 2.6 will not apply;

(b) effective March 1, 2001, when an employee has no time bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) seventy-five percent (75%) of monthly earnings;

(2) annual cost-of-living adjustment of the benefit equal to the consumer price index to a maximum of two percent (2%);

(3) for the purpose of the above, earnings shall mean basic monthly earnings of the employee's classification.

The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the short-term plan period, or an equivalent seven (7) month period.

(c) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.

(d) An employee in receipt of long-term disability benefits will be considered an employee for purposes of pension and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to rehabilitative employment as per Clause 12.1 and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension plan will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that pension contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### 2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this Plan will be reduced by fifty percent (50%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed one hundred percent (100%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

*"Rehabilitative employment"* shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed one hundred percent (100%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Clause 2.2(a), the provisions of Clause 2.3(c)(1) shall not apply until the employee is receiving a benefit under Clause 2.2(b).

#### **2.4 Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this Plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy, (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

#### **2.5 Pre-Existing Conditions**

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

#### **2.6 Integration With Other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory Act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such

other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- 1) one hundred percent (100%) of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

## **2.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## **2.8 Cessation of Benefits**

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their sixty-fifth (65<sup>th</sup>) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

### **2.9 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

### **2.10 Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

### **2.11 Contributions**

The cost of this Plan will be borne by the Employer.

### **2.12 Waiver of Contributions**

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

### **2.13 Claims**

Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two (2). Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.

Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

### **2.14 Physical Examination**

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

### **2.15 Canadian Currency**

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.



Work Class		Current	COLA* Sept. 20/18	COLA Sept. 20/19	COLA* Sept. 20/20	COLA* Sept. 20/21	COLA* Sept. 20/22	COLA* Sept. 20/23	COLA* Sept. 20/24	COLA Sept. 20/25	COLA* Sept. 20/26	COLA* Sept. 20/27
RF1	Road Foreman 1	32.82	33.68	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
RF2	Road Foreman 2	34.57	35.48	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
SGP	Sign Person	31.54	32.37	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
SF2	Sign Foreman 2	34.57	35.48	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJB	TJ Bridgeworker	33.70	34.58	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJM	TJ Mechanic	33.70	34.58	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJW	TJ Welder	33.70	34.58	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TLB	TJL Bridgeworker	34.34	35.24	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TLM	TJ Leadhand Mechanic	34.34	35.24	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TPS	TPS Mechanic	37.08	38.05	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TSB	TSS Bridgeworker	37.08	38.05	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TSM	TS Mechanic	35.45	36.38	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA

\*COLA shown for each of the eight (8) years of the collective agreement, with the following notes at the bottom of the wage scale:

- COLA refers to: the Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance Agreement or zero percent (0%), whichever is higher.
- The first four percent (4%) of the COLA from the Ministry of Transportation and Infrastructure Maintenance Agreement will be a zero percent (0%) wage increase.
- COLA increases are also impacted by provisions in the pension plan, pursuant to Article 32 - Union Pension Plan.

The casual wage scale will be as follows:

- 80% - up to 500 hours
- 85% - 501 to 1000 hours
- 90% - 1001 to 1500 hours
- 95% - 1501 to 2000 hours
- 100% - 2000 hours or more

It is understood that hours of employment rather than seniority hours are used for progression on the above scale. (This way the hours will accumulate and not be re-set to zero for an individual.)

It is understood that trade journeyman casuals are immediately placed at one hundred percent (100%) wage scale.

Student hires shall receive a rate of pay equal to sixty percent (60%) of applicable rate of pay.

**APPENDIX 5  
Classification Specifications**

Classifications	Pay Level
Trade Principal Supervisor Mechanic	9
Trade Senior Supervisor Bridgeworker	9
Trade Supervisor Mechanic	8
Sign Foreman 2	7
Road Foreman 2	7
Trade Journeyman Mechanic	6

Classifications	Pay Level
Trade Journeyman Welder	6
Trade Journeyman Bridgeworker	6
Road Foreman 1	5
Sign Person	4
Machine Operator 4	4
Industrial Warehouser	4
Machine Operator 3	3
Machine Operator 2	2
Bridge Labourer	2
Machine Operator 1	1
Labourer	1
Charge/Trade Leadhand	50¢/hr. premium

### CLASSIFICATION SPECIFICATIONS

#### TRADE PRINCIPAL SUPERVISOR

##### *Education and Specialized Knowledge*

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of a registered apprenticeship in a related trade, or graduation from an Institute of Technology with corresponding post graduate work experience in a discipline related to the particular field of work; a valid Certificate of Qualification issued by the BC Ministry of Labour in a related trade or a diploma issued by an Institute of Technology, or approved equivalent; the completion of a supervisory and administrative training program.

##### *Experience*

A minimum of three (3) years' journeyman or equivalent work experience, two (2) years' trade leadhand and four (4) years' trade supervisor experience or equivalent combination; some previous administrative experience.

##### *Specialized Abilities and Skills*

Ability to effectively administer assigned programs involving combined resources of manpower, materials and supplies; ability to ensure work and production standards are met and to maintain related cost and quality control; ability to communicate effectively with subordinates and/or others in and out of service in directing work programs or projects; ability to deal effectively with other supervisory, administrative and/or management personnel and carry out related administrative supervisory functions proficiently; ability to read and interpret related technical information and maintain an up-to-date administrative knowledge of the assigned work area.

##### *Supervision Received*

Positions in this grade are under general direction of a senior manager and function as:

An Administrative Supervisor responsible for the administrative supervision of designated trade programs and operations employing a crew or crews of predominantly trade personnel. (*Note Application Criteria*).

and/or

A "Standards Administrator" responsible for carrying out the following applicable duties in the administrative supervision of designated trade programs and operations employing the services of individuals, firms or organizations on contract and/or fee-for-service basis. (*Note Application Criteria*).



*Typical Duties*

Include administrative programming, planning and control of various combinations of resource materials, supplies, manpower and facilities, to ensure designated and/or assigned programs, projects and related activities are carried out effectively; ensuring defined levels of productivity along with control of allocated funds are maintained, in accordance with established policies and procedures; carrying out the initial planning, programming and budgetary calculations for the designated area of jurisdiction; completing employee appraisals and providing corresponding guidance for subordinate supervisors and/or employees to meet established performance standards; recommending promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implementing approved action. Participating in and/or carrying out the screening and selection of new employees and/or promotion of employees to, or within the designated crew.

Duties include ensuring that the organizing, scheduling, assigning and coordination of crew members and other resources is carried out effectively; ensuring that established work quality and quantity along with completion schedules are maintained; ensuring that the corresponding resource materials, supplies, parts and/or replacements are maintained and related work records, reports, costs, progress and related management data entries are made; providing and/or arranging for work-related instruction for employees within the designated crew, along with assessment of individual employee progress and development of abilities for further and/or additional training through ministry training programs, manufacturer/dealer courses, in-house and/or other appropriate facilities; carrying out field and/or job site inspections and ensuring work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with this grade such as those detailed by the benchmark job description.

**TRADE SENIOR SUPERVISOR***Education and Specialized Knowledge*

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC driver's licence for the appropriate class required to carry out related functions; completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

*Experience*

Completion of a registered apprenticeship in a directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three (3) years' journeyman work experience, two (2) years' experience as a trade leadhand and two (2) years as trade supervisor, or equivalent combination.

*Specialized Abilities and Skills*

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

*Supervision Received*

Positions in this grade are under general administrative or management supervision and function as:

A Foreman (M/F) responsible for directly supervising an established crew of predominantly trade personnel in related trades. *(Note Application Criteria).*

and/or

A Standards Supervisor responsible for supervising trade services being provided and/or performed by either individuals, firms or organizations on contract and/or a fee-for-service basis. *(Note Application Criteria).*

*Typical Duties*

Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as ministry training programs, manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials; to carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with this grade such as those detailed by the benchmark job description.

**TRADE LEADHAND***Education and Specialized Knowledge*

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions; some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

*Experience*

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years' journeyman work experience or equivalent; some experience in organizing and scheduling

of work and/or job requirements, maintaining related records and coordinating the work of other employees.

#### *Specialized Abilities and Skills*

Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

#### *Supervision Received*

Positions in this grade are under either the limited supervision and technical direction of a trade related supervisor or under the supervision and general direction of a non-trade related supervisory position and are responsible for carrying out assigned leadhand functions related to their respective trade.

#### *Typical Duties*

Include, when assigned to work individually in satellite locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required. *(Note Application Criteria)*.

or

When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeymen functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade related journeymen within a designated work group and may also include directing the work of other non-trade-related positions assigned to assist in the work group. *(Note Application Criteria)*.

Duties include related work consistent with this grade such as those detailed by the benchmark job description.

**ROAD FOREMAN 1** (Crew of 4 or less)

**ROAD FOREMAN 2** (Same as Road Foreman 1 but Crew of 5 or more)

#### *Education and Specialized Knowledge*

Grade 12 or equivalent; a thorough knowledge of the *Motor Vehicle Act and Regulations* as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of WorkSafeBC Health and Safety Regulations. Holder of a WorkSafeBC Industrial First Aid Certificate. Completion of a Supervisory and Organizational Procedures training program. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

#### *Experience*

Five (5) years related experience at the MO4 level. Previous supervisory experience as a temporary and/or relief Foreman.

*Specialized Abilities and Skills*

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

*Typical Duties*

Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and to implement approved action in conjunction with immediate supervisor or other designated official; participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

A thorough knowledge of tendering procedures as they relate to sub-contracts.

**TRADE JOURNEYMAN***Education and Specialized Knowledge*

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

*Experience*

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

*Specialized Abilities and Skills*

Aptitude and capability in the performance of specific trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

*Supervision Received*

Positions in this grade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade.

*Typical Duties*

Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, such as carpentry, electronics, mechanics, etc.; directing the work of one (1) or two (2) non-trade related positions assigned to assist as required; performing related functions consistent with this grade such as those detailed by the benchmark job description.

**TRADE APPRENTICE***Education and Specialized Knowledge*

Both Secondary School graduation and completion of pre-apprenticeship training related to the trade in which indentured and employed.

*Experience*

Experience obtained through completion of pre-apprentice vocational training or equivalent.

*Specialized Abilities and Skills*

Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, through the assimilation of supervised vocational and on-the-job instruction and practice; ability to work harmoniously with other employees and to take specific direction and instructions from journeymen and/or other qualified employees they are assigned to work with; good physical condition consistent with the practice of the trade. Mobility may be a condition of employment.

*Supervision Received*

Positions in this grade are under the supervision of a Trade Supervisor, Senior Supervisor, or Principal Supervisor, and under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are responsible for learning and developing the skills and abilities of the trade in which they are indentured.

*Typical Duties*

Include the performance of related trade tasks under supervised practice and instruction, and attendance and completion of vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the employing Ministry.

**INDUSTRIAL WAREHOUSER***Education and Specialized Knowledge*

Education equivalent to Grade 12; a thorough knowledge of all practices and procedures involved in both the purchasing and maintenance of inventory in a large stores establishment; a professional purchasing diploma is preferred; as is experience with computer hardware/software and general business machines.

*Experience*

A minimum of five (5) years' purchasing or related experience.

*Special Skills and Abilities*

Ability to learn and to perform duties without immediate supervision; ability to supervise; tact; sound judgement; ability to deal with other employees. A thorough knowledge of tendering procedures as they relate to both sub-contracts and regular inventory.

*Typical Duties*

Include preparing, issuing and analysing invitations to quote or requests for proposals from suppliers; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight consolidations etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts.

Include the maintaining of records of stores both in the main establishment and the outlying stores; carrying out physical inventories periodically; reconciling losses; ensuring the proper condition and storing of property; checking records of outlying stores; preparing lists of stores; supervising and instructing employees in charge of stores; performing related duties as required.

**MACHINE OPERATOR 1***Education and Specialized Knowledge*

Education equivalent to the completion of Grade 12; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

*Experience*

Entry level; subject to probationary period.

*Specialized Abilities and Skills*

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors under varying weather conditions and operate the equipment listed below:

- driver-operator of trucks up to 10,000 lbs. GVW equipped as/with a pick up, panel, van, flat deck, dump box, tank, refuse packer, or towing trailers up to 5,000 lbs. GVW;
- power roller, single drum or double drum 40";
- passenger vehicles with capacity up to eight passengers;
- hydraulic power packs.

Also covers general labour, including a variety of tasks in the construction and maintenance of roads, pavement, ditching. Using hand and power tools.

## **MACHINE OPERATOR 2**

### *Education and Specialized Knowledge*

Education equivalent to the completion of Grade 12; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

### *Experience*

Two (2) years' experience in related work or as an MO1.

### *Specialized Abilities and Skills*

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors under varying weather conditions and operate the equipment listed below:

- driver operator of a single axle truck over 10,000 lbs. GVW equipped with/as flat deck, van or tank body; dump box 3 to 5 yards; tailgate sander; front or under-body plow;
- front-end loader, bucket under 3 cubic yards;
- curbing machine;
- mowing or brushing machine, tractor mounted;
- flusher truck, single axle;
- power broom, self-propelled;
- single axle flat deck truck with crane up to 8,000 lbs. capacity.

## **MACHINE OPERATOR 3**

### *Education and Specialized Knowledge*

Education equivalent to the completion of Grade 12; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

### *Experience*

Three (3) years' experience in related work or as an MO2.

### *Specialized Abilities and Skills*

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors under varying weather conditions and operate the equipment listed below:

- driver operator of a tandem axle dump truck; sander, under-body or front mount plow;
- tandem axle flat deck truck with truck crane over 8,000 lbs.;

- pavement burner;
- bituminous sprayer;
- tractor mounted backhoe;
- vacuum sweeper;
- long arm mower.

#### **MACHINE OPERATOR 4**

##### *Education and Specialized Knowledge*

Education equivalent to the completion of Grade 12; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

##### *Experience*

Three (3) years' experience in related work or as an MO3 or MO2.

##### *Specialized Abilities and Skills*

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors under varying weather conditions and operate the equipment listed below:

Driver operator of a:

- power grader;
- trailers requiring Class 1 licence;
- gradall, truck or crawler mounted;
- crane, self-propelled;
- crawler tractor over 125 hp;
- hydraulic excavator;
- chip spreader;
- paving machine;
- front-end loader, bucket 3 yards and over;
- asphalt profiler.

#### **SIGN PERSON**

##### *Education and Specialized Knowledge*

Preferably education equivalent to the completion of Grade 12; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good working knowledge of safety rules and regulations as they pertain to the work being carried out, or to the driving and/or operation of the vehicles, equipment and machinery involved. Good knowledge of the area road system. Good working knowledge of the Ministry of Transportation's sign policies, regulations and maintenance standards is required.

##### *Specialized Abilities and Skills*

Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold a valid BC driver's licence (Class 3 with air); ability to work outdoors under varying weather conditions. Crane Truck certification is an asset. Recognized sign man



training course completion is an asset. An Ability to maintain good sign installation and tracking records is essential.

#### *Typical Duties*

Ability to operate machinery specified at Machine Operator 4 classification in a safe and professional manner; Manual activities associated with road maintenance and construction are performed to the standards expected at all times; co-workers, customers and members of the general public receive cooperation, service and respect at all times; Assigned small tools and equipment are maintained according to the Preventative Maintenance Program; Accurate and complete information is recorded on time cards and other required sign tracking forms; Duties of higher classifications and changed assignments within own classification are performed willingly and effectively; This position includes supervision of other maintenance personnel providing sign installation and maintenance throughout the service area; Maintain the area's sign inventories and records; Ordering, procurement, repair and Installation of all types of new and used highway related signs and sign related structures; Other related duties and special assignments are willingly and effectively handled as required.

### **SIGN FOREMAN 2**

#### *Education and Specialized Knowledge*

Must have Grade 12 or equivalent; a thorough knowledge of the *Motor Vehicle Act and Regulations* as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the WorkSafeBC Regulations. Holder of a WorkSafeBC Industrial First Aid Certificate. Completion of a Supervisory and Organizational Procedures training program. Must be able to read and interpret related technical information regarding Sign manuals, and maintain an up-to-date supervisory knowledge of current sign installation procedures. Good knowledge of the area road system. Good working knowledge of the Ministry of Transportation's sign policies, regulations and maintenance standards is required.

#### *Experience*

Five (5) years related experience at the MO4 Sign Person level. Previous supervisory experience as a temporary and/or relief Foreman is an asset.

#### *Specialized Abilities and Skills*

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Hold a valid BC driver's licence (Class 3 with air); ability to work outdoors under varying weather conditions. Crane Truck certification is an asset. Recognized sign man training course completion is an asset. An Ability to maintain good sign installation and tracking records is essential.

#### *Typical Duties*

Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related

work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and to implement approved action in conjunction with immediate supervisor or other designated official; participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained. A thorough knowledge of tendering procedures as they relate to sub-contracts. Accurate and complete information is recorded on time cards and other required sign tracking forms. This position includes supervision of other maintenance personnel providing sign installation and maintenance throughout the service area; Maintain the area's sign inventories and records; Ordering, procurement, repair and Installation of all types of new and used highway related signs and sign related structures; Other related duties and special assignments are willingly and effectively handled as required.

## APPENDIX 6 Board, Lodging and Relocation Expenses

### Definitions:

For the purpose of these regulations:

"*Regular Employees*" - are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their regular assembly point;
- (b) travel from their regular assembly point for short period of time; and or
- (c) travel from their regular assembly point more or less on a continuous basis, but whose assignments are of sufficient short duration so that temporary regular assembly points cannot be practically assigned.

"*Travel Status*" - with respect to an employee means assignment of the employee away from the employee's designated seniority block on employer business with the approval of the Employer.

### PART 1 - BOARD AND LODGING REGULATIONS

#### 1.1 Board and Lodging Allowances

- (a) *Local Hire*

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved required the persons to reside away from their original point of domicile, then board and lodging allowance will apply.

(b) *Employees at their Regular Assembly Point*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence.

(c) *Travel Status*

Regular and casual employees who are required to travel away from their regular seniority block, including apprentices required to attend specialized training locations, shall be entitled to the current meal allowance and accommodation reimbursement.

Notwithstanding any provision contained herein, travel status will not apply where the Employer decides to provide for or supplies free board and lodging where no commercial services are available.

## 1.2 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging cost in excess of the single accommodation rate.

## PART II - RELOCATION EXPENSE

Relocation expenses will apply to:

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to reasonable relocation expenses upon presentation of receipts.

## APPENDIX 7 Employment Equity

- (a) The Employer is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (c) The parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to the job.
- (e) Policies, procedures and practices with respect to recruitment, selection and promotion shall facilitate:
  - (1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and
  - (2) the long-term career development and advancement of employees covered under this collective agreement.

- (f) There will be a local Union/Management Committee on Employment Equity.
- (g) The Committee is authorized to:
- (1) advise the Employer on employment equity issues and initiatives;
  - (2) develop action plans, consistent with employment equity goals established by the Employment Equity and Strategy Appendix to the September 23, 1999, Road and Bridge Maintenance Industry Accord, that address creating, retaining and accommodating a representative workforce, as well as eliminating barriers to a representative workforce;
  - (3) monitor progress of action plans; and
  - (4) provide an annual progress report to the Tripartite Partnering Committee, or it's subcommittee on Employment Equity.
- (h) Employees representing the Union on the local committee shall be on Leave of Absence without loss of pay for time on the local committee.

#### **APPENDIX 8 Casual Health Spending Account (HSA)**

The intent of this Health Spending Account is to deposit these "*in-lieu*" dollars into a Health Spending Account to allow eligible casual employees to claim their eligible healthcare and dental care expenses.

HSA's are administered in accordance with Canada Revenue Agency guidelines.

Eligible Claims are reimbursed to the employee, and are a non-taxable benefit for the employee.

#### **PLAN LIMITATIONS**

- Effective on the date of ratification the Employer will deposit the Health and Welfare in-lieu allowance, in accordance with the provisions of Clause 30.6 of the current collective agreement, into the employee's individual Health Spending Account each pay period (also referred to as HSA credits).
- New casual employees shall upon successful completion of their probationary period, be credited with HSA credits equal to all hours worked from date of hire.
- The Health Spending Account balance (HSA credits) will show on the employee's biweekly pay statement.
- The initial HSA credits will be updated with the insurer on July 6, 2012.
- HSA credits will be updated with the insurer at the end of each month, and will include all earned credits within the month up to the last completed pay date. Credits will be available to employees for eligible expenses the first of the following month.
- All administration costs will be borne by the Employer.
- Employees must retain receipts for eligible medical and/or dental expenses and submit them for reimbursement to the plan carrier based on their level of HSA credits earned to date.
- Any expenses not submitted in the calendar year they are incurred, must be submitted within the first sixty (60) days of the following year.
- Any unused HSA credits at the end of each calendar year will be rolled over into the next calendar year.

- Unused credits may be rolled over for one (1) year. Once each year thereafter, the employee may request these unused HSA credits to be: (a) paid out subject to applicable taxes and in accordance with CRA; or, (b) direct deposited to the employee's RRSP or Pension Plan in accordance with CRA (without withholding tax). The employee must request the payout or direct deposit by February 28<sup>th</sup>.
- Employees on layoff will have ten (10) months from their layoff date to submit any eligible expenses. The employee may request unused HSA credits to be : (a) paid out subject to applicable taxes and in accordance with CRA; or, (b) direct deposited to the employee's RRSP or Pension Plan in accordance with CRA (without withholding tax).
- Upon termination of employment HSA credits will remain active for sixty (60) days, to allow for any in-process claims to clear. After an additional sixty (60) days, the employee may request unused HSA credits to be: (a) paid out subject to applicable taxes and in accordance with CRA; or, (b) direct deposited to the employee's RRSP or Pension Plan in accordance with CRA (without withholding tax).
- Medical Services Plan premiums are not eligible expenses as per CRA requirements.

### **ELIGIBLE EXPENSES**

Medical expenses eligible to be paid out of the HSA's are expenses which would otherwise qualify as medical expenses within Section 118.2 (2) of the *Income Tax Act*.

CRA approved basic medical expenses are listed below. Please note that a full listing of eligible expenses can be accessed via the CRA website and are updated on a frequent basis.

#### **Prescription Medicines and Drugs:**

Generally, payment for prescription medicines and drugs qualify as medical expenses if purchased by the employee, their spouse, or their dependant, as prescribed by a medical practitioner and as recorded by a licensed pharmacist.

#### **Vision:**

Eyeglasses, contact lenses and laser eye surgery if prescribed, are eligible medical expenses.

#### **Dental:**

An amount paid to a dentist, dental hygienist, dental surgeon or dental mechanic for dental services provided to the patient (to the extent that the fees are for diagnostic, therapeutic or rehabilitative services) are eligible medical expenses.

#### **Professional Services:**

Generally an amount paid to a licensed medical practitioner is an eligible expense. All medical doctors, medical practitioners, dentists, pharmacists, nurses or optometrists must be authorized to practise under the laws of the provincial jurisdiction where the service is rendered, in order for the medical expenses to be eligible.

The following list summarizes publicly available provincial information for British Columbia identifying those health care professionals authorized to practise as medical practitioners. This is not an all-inclusive list of every profession that is authorized by the Province of BC They can include:

Acupuncturist, Audiologist, Chiropodist, Chiropractor, Dental Hygienist, Dental Technician or Technologist, Dentist, Denturist, Dental Mechanic, Denturologist, Dietician, Emergency Medical Technician, Hearing Aid Practitioner, Licensed or Registered Practical Nurse, Massage Therapist,

Midwife, Naturopath, Occupational Therapist, Optician, Optometrist, Pharmacist, Physician, Physiotherapist or Physical Therapist, Podiatrist, Psychological Associate, Psychologist, Registered Nurse, Registered Psychiatric Nurse, Social Worker, Speech Language Pathologist, Surgeon, Traditional Chinese Medicine Practitioner.

Please note that these can be accessed via the CRA website and are updated on a frequent basis.

**Definitions:**

- Eligible casual means casual employees who are not currently receiving superior benefits contained in the collective agreement. All casual employees currently receiving a superior benefit (including EHC, Dental, STIP, LTD, Group Life or AD&D) will be grandfathered and will continue to receive that benefit(s), but will not be eligible for the HSA.
- Dependant means: Your spouse, legal or common-law.
- A common-law spouse is a person who has been living with you in a conjugal relationship for at least twelve (12) months.
- Your unmarried children under age twenty-one (21), or under age twenty-five (25) if they are full-time students.
- Children under age twenty-one (21) are not covered if they are working more than thirty (30) hours a week, unless they are full-time students.
- Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn twenty-one (21), or while they are students under twenty-five (25), and the disorder has been continuous since that time.
- HSA means health spending account
- CRA means Canada Revenue Agency
- HSA credits - 1 HSA credit equals 1 Dollar

**MEMORANDUM OF UNDERSTANDING**

**Re: Student Employment**

- (a) All students must be registered to attend school for the purpose of continuing their education.
- (b) Direct dependants of existing employees who meet the job requirements shall be given first consideration.
- (c) Students will not be entitled to benefits.
- (d) Students shall receive four percent (4%) of basic pay in lieu of vacation.
- (e) Students will be required to join the Union.
- (f) Students may be assigned for the following activities:
  - rest area maintenance;
  - roadside maintenance;
  - roadside clean-up;
  - hand mowing;
  - sign cleaning;

- traffic control;
- other miscellaneous activities as agreed by the Joint Labour/Management Committee.

### LETTER OF UNDERSTANDING #1

#### Re: Regular Employee Classifications And Points Of Assembly As At September 19, 2004

It is understood that each regular employee shall be assigned a classification level. Due to operational requirements, each regular employee may be assigned to other duties for which they meet the job requirements.

Where a regular employee is temporarily working in a job which carries a higher rate of pay, substitution pay will apply.

Where a regular employee is temporarily working in a job which carries a lower rate of pay, that regular employee shall be paid at their normal rate of pay.

Regular employee classifications and points of assembly will be updated from time to time based on full-time work levels at the worksites and employees available.

The regular employee classifications and points of assembly at September 19, 2004, are as follows:

Name	Pay Level	Seniority Start Date	Point of Assembly	Sen Block
HOLMAN, George	LE 5	Feb 1/67	Duncan	North
CAMPBELL, Alan	LE 3	Sep 9/68	Langford	South
HUXFORD, Brian	LE 7	Apr 21/69	Langford	South
BOXEM, John	LE 4	Aug 11/69	Duncan	North
HENSON, Rick	LE 9	Mar 4/71	Bridge	South
SIMMS, Mike	LE 7	Mar 28/73	Langford	South
CARLOW, Nelson	LE 5	May 11/73	Langford	South
STENBERG, Terry	LE 2	Feb 23/74	Duncan	North
WHARF, Larry	LE 2	Jul 2/74	Langford	South
ROSS-SMITH, George	LE 5	Sep 8/74	Pender Island	Gulf Island
BEISCHER, Bill	LE 7	Sep 17/74	Langford	South
WHYTE, Steve	LE 3	Nov 1/74	Duncan	North
REILLY, Terry	LE 4	Dec 3/74	Duncan	North
DUPUIS, Carson	LE 6	Jun 28/74	Bridge	South - LOA
OLIVIER, Louw	LE 2	Jun 11/76	Langford	South
CAMPBELL, Doug	LE 2	Jun 21/76	Langford	South
JOHNSON, Dale	LE 4	Jul 1/76	Salt Spring Island	Gulf Island
CHARLTON, John	LE 7	Sep 27/76	Salt Spring Island	Gulf Island
McGEACHY, Joe	LE 2	Mar 19/79	Duncan	North
PAULS, Mike	LE 8	May 7/79	Duncan	North
COWBURN, Ivan	LE 5	Aug 7/79	Duncan	North
McPHEE, Gordon	LE 2	Nov 5/79	Salt Spring Island	Gulf Island
THOMSEN, Eric	LE 7	Dec 17/79	Duncan	North
MONNINGTON, D'Arcy	LE 4	May 7/84	Langford	South
L'HIRONDELLE, Paul	LE 3	May 22/84	Duncan	North

Name	Pay Level	Seniority Start Date	Point of Assembly	Sen Block
McCALL, Larry	LE 6	Jan 4/85	Bridge	South
MURCHESON, Russ	LE 6	Jan 28/85	Salt Spring Island	Gulf Island
McTAVISH, Ross	LE 6	Nov 4/85	Bridge	South
GORDON, Grant	LE 5	May 19/87	Thetis Island	North
PRICE, Keith	LE 2	Apr 18/88	Duncan	North
WAGAR, Andy	LE 3	Apr 25/88	Duncan	North
BUCKLEY, Jim	LE 2	May 1/88	Salt Spring Island	Gulf Island
KNIGHT, Ken	LE 4	Nov 19/87	Langford	South -LOA
CARR, Tim	LE 3	May 31/88	Langford	South
KING, Duffy	LE 3	Jun 13/88	Langford	South
BARNHOUSE, Jim	LE 3	Jun 13/88	Duncan	North
NISSILA, Edsel	LE 5	Jul 6/88	Galiano Island	Gulf Island
MARCOTTE, Ian	LE 2	Sep 6/88	Salt Spring Island	Gulf Island
McCALLUM, Greg	LE 2	Sep 12/88	Duncan	North
COZENS, Dwayne	LE 2	Oct 3/88	Duncan	North
RODGER, Ken	LE 3	Oct 3/88	Duncan	North
LONGLAND, Ken	LE 3	Oct 3/88	Langford	South
SMITH, Rob	LE 2	Oct 11/88	Langford	South
SKILLINGS, Mike	LE 9	Oct 17/88	Langford	South
EBY, Orlan	LE 2	Oct 31/88	Duncan	North
HUBMAN, Pat	LE 2	Oct 31/88	Langford	South
BRAITHWAITE, Steve	LE 2	Oct 31/88	Langford	South
GRANT, Mark	LE 8	Jan 16/89	Langford	South
NICHOLAS, Ben	LE 2	May 8/89	Langford	South
BISSENDEN, Dave	LE 1	Sept 4/89	Langford	South
SCHARTNER, Les	LE 6	Oct 23/89	Langford	South
BYRON, Ian	LE 1	Oct 31/88	Salt Spring Island	Gulf Island - LOA
JOHNSON, Rick	LE 6	Jan 8/90	Bridge	South
LENK, Adele	LE 4	May 7/90	Langford	South
LEE, Mike	LE 6	Sep 10/90	Bridge	South
PICKFORD, Brian	LE 1	Dec 18/90	Langford	South
BECK, Bruce	LE 6	Jan 28/91	Langford	South
ROPARS, Pat	LE 5	Aug 6/91	Saturna Island	Gulf Island
HOLLINGSWORTH, Gordon	LE 1	Oct 7/91	Salt Spring Island	Gulf Island
NOWAK, Andy	LE 6	Jan 25/92	Langford	South
ORZA, Leon	LE 1	Sept 18//92	Langford	South
MATSON, Garry	LE 1	Nov 21/92	Duncan	North
BROWN, Richard	LE 5	Nov 30/92	Mayne Island	Gulf Island
WEBB, Ron	LE 1	June 7/93	Duncan	North
BRYNELL, Rick	LE 6	Apr 13/93	Langford	South - LOA
EATON, Stuart	LE 6	Nov 15/93	Langford	South
BRADLEY, John	LE 2	Nov 30/92	Pender Island	Gulf Island - LOA
HAMILTON, Gordon	LE 6	Apr 20/94	Duncan	North



Name	Pay Level	Seniority Start Date	Point of Assembly	Sen Block
MILES, AI	LE1	Feb 6/95	Pender Island	Gulf Island
BALDWIN, Jim	LE 3	Feb 9/95	Langford	South
MATTHEWS, Rob	LE 1	May 15/95	Langford	South
LLOYD, Paul	LE 1	May 15/95	Duncan	North
ROPARS, Yann	LE 1	Nov 18/95	Mayne Island	Gulf Island
BENDALL, Steve	LE 1	Dec 9/95	Duncan	North
TURNER, Andy	LE 1	Jan 21/96	Galiano Island	Gulf Island
GIEBELHAUS, Jeremy	LE 6	Nov 19/96	Duncan	North
BUMPHREY, Scott	LE 6	Dec 22/96	Langford	South
BLATCHFORD, Larry	LE 1	May 21/96	Duncan	North
WICKHEIM, Fred	LE 1	Sept 19/96	Duncan	North

**MEMORANDUM OF AGREEMENT #1  
Re: Modified Successorship**

**BETWEEN:**

**The Employer**

**AND:**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**(the Union)**

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area No. 1; and

WHEREAS the Employer and the Union are or hereby agree to become parties to a collective agreement(s) covering highway maintenance work; and

WHEREAS the Union and the Employer seek to clarify the representative obligations of the Union, the Employer and Predecessor Contractor(s) (the previous Employer(s) holding the highway maintenance contract for the above service area); Therefore the parties agree as follows:

1. The Employer agrees that it is the successor Employer, as defined in this Memorandum of agreement for the highway maintenance contract where the Predecessor Contractor, at the time of the termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this memorandum of agreement, that the Predecessor Contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlement to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer.

Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.

4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance Agreement with the Province of British Columbia.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen (15) days of cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the parties.

Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten percent (10%) from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and Employer or Arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. Fees associated with the administration of the trust account shall be equally shared by the parties. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

9. None of the employees of the Employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations

Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the collective agreement.

10. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.

11. The Employer and the Union agree that the provisions and principles contained within this memorandum of agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate memorandum of agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

*This Memorandum of Agreement will be deleted September 19, 2027.*

*Originally signed by the Union and the Employer on the above date.*

## **MEMORANDUM OF AGREEMENT #2**

### **Re: Suspension of Driver's Licence**

An employee whose main function is to operate a vehicle and who is required to hold a valid driver's licence as a condition of employment is considered to be a professional driver in that they are by law required to have specialized skills, abilities and knowledge to carry out the duties and responsibilities of their occupation. This is recognized by the fact that the employee must be licensed to meet a standard of proficiency and competence.

In this regard it is the responsibility of the employee to hold and maintain a valid driver's licence in order to be employed and continue to be employed in any position requiring a driver's licence.

#### *Driver's Licence Suspensions*

(a) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for fifteen (15) months or less:

(1) The employee will retain their regular position on the workforce and shall be engaged in non-operator duties at their seniority block for which they are qualified, provided such duties are available and required by the Employer. They shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may, upon the exhaustion of ETO, CTO and vacation entitlement, apply for leave of absence without pay to cover the period involved. Vacation entitlement will not accrue during this leave period and the employee will be responsible for payment of premiums for available benefits.

(2) A letter shall be written by the Employer to the employee advising them of their status during the period of licence suspension. In the same letter the employee shall be warned that any further licence suspensions will result in dismissal.

- (3) On the second occurrence of licence suspension, as indicated above, the employee will be dismissed for just cause in that they are unable to perform the duties required by the position.
- (4) The fifteen (15) month period set out in this Memorandum of Understanding shall include both the periods of suspension prior to and following any conviction.
- (b) (1) Where an employee who is required to hold a valid driver's licence as a condition of employment, and has their driver's licence suspended for more than fifteen (15) months, the employee will be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.
- (2) Where the suspension arises as a result of extenuating or medical circumstances (not including convictions for offences such as impaired driving, dangerous driving or criminal negligence), the Employer shall apply the provision of Part (a)(1) above for more than fifteen (15) months but for not more than eighteen (18) months. Each case is to be referred to the Joint Labour/Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour/Management Committee must be taken into consideration.
- (c) In the case of a new employee who is on their initial probationary period, a driver's licence suspension will result in the employee being dismissed for just cause.

### **MEMORANDUM OF AGREEMENT #3**

#### **Re: Operator Training**

The Employer and the Union agree that operator proficiency is paramount in ensuring both employee and public safety.

The Employer and the Union agree that no new employee will be required to work on any equipment until they have been trained and approved by the Company.

Where employees have not attained competency or certification, the employee will be prohibited from the operation of any such equipment.

To ensure all operators are trained and fully competent in the use and operation of equipment the Employer commits to:

- (a) Utilizing Internal experts (both management and unionized employees) to evaluate staff, in conjunction with the Provincial Operator Training Guide; and,
- (b) Utilize external resources for equipment requiring regulated certification.

The Employer and the Union agree that Operator Training will be a standing agenda item for the Joint Labour Management Committee.

### **MEMORANDUM OF AGREEMENT #4**

#### **Re: Special Employment Equity Program ("SEEP")**

The BC Road Builders (BCRB) and the BC Government and Service Employees Union (BCGEU) have agreed to jointly develop a SEEP that will provide substantive employment opportunities for indigenous people. The SEEP will include development and joint presentation by the parties on a provincial level to the Human

Rights Tribunal for approval. The Joint Provincial SEEP Committee will have a maximum of three representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee. The SEEP will include:

1. A determination of the minimum target percentage of indigenous people for each highway maintenance service area.
2. An agreed-to targeting of indigenous workers for new hires as auxiliary employees up to the target number of indigenous people as agreed to in the above SEEP. Accordingly, "vacant" auxiliary opportunities will be first offered to any indigenous person that applies and is qualified until the targets are reached.

The Joint Labour Management Committee, pursuant to Clause 7.3, will monitor the demographics of the workforce against established targets and make recommendations to adjust targets to the Provincial SEEP Committee.

The Joint Labour Management Committee's responsibilities will include the following:

1. A review of potential barriers to employment opportunities in the sector for indigenous people that may include recommendations made to the Employer. Such review will include, but not limited to:
  - The method in which vacancies and employment opportunities are advertised;
  - Training opportunities and "seat time" for indigenous people;
  - Adequate and appropriate cooperation with the aboriginal communities; and agencies to facilitate employment opportunities.
2. If a target is not met within three (3) years of the new maintenance agreement for the service area, the parties will meet to discuss the necessary measures to be taken to achieve such targets, including but not limited to:
  - Adjusting the target(s) due to changing circumstances (including lack of applicants where adequate opportunities have been provided);
  - Explore all opportunities for outside sources of funding to remove any barriers to fulfilling the stated target(s);
  - Discuss potential changes to collective agreement language to provide better opportunities.

For the purposes of the above, the following definition will apply:

The term "*Indigenous people*" includes, but is not limited to, the Constitution of Canada definition of Aboriginal Peoples. "*Indigenous people*" in this context includes both status and non-status first nations people.

## **MEMORANDUM OF AGREEMENT #5**

### **Re: Tripartite Committee**

The parties (BCGEU, BCRB Maintenance Sector, MoTI) share a mutual goal to ensure that BC's highways and bridge infrastructure are maintained in an effective way and to standards that are set by the Province to ensure the safety of the travelling public and the workers who are on the roads.

To achieve that end, the parties to this Memorandum, agree to recommend to the MoTI. The creation of the Tripartite Committee whose goals are to strengthen the relationship between the parties. The

Tripartite Committee will function in an effective, meaningful, inclusive and respectful manner. The Committee will meet annually and after collective bargaining.

Possible agenda items for the Committee to deal with include:

- Road safety;
- Communication strategies;
- Technology applications in the industry;
- Training and apprenticeship opportunities;
- Equity employment initiatives programs and effectiveness;
- Relationships of stake holders;
- Specification review and recommendations.

The composition for the Committee will be a maximum of three (3) representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee.

There will also be a subcommittee of the BCGEU and the BC Road Builders who will include the Committee members from the Tripartite Committee and such subcommittee will meet as required at a minimum annually. The Subcommittee will address issues of mutual interests/concern and ensure that issues are understood by both sides in order to make the Tripartite Committee effective and efficient.

#### **MEMORANDUM OF AGREEMENT #6**

##### **Re: Contract Re-Opener**

The parties agree the contract will be re-opened on September 19, 2023 (the anniversary of the fourth [4<sup>th</sup>] year of the eight [8] year collective agreement) to negotiate on the following articles:

- Article 6.2 – Bargaining Unit Work
- Article 24 – Contracting Out
- Article 25 – Health and Welfare Benefits

Additional articles may only be re-opened and negotiated subject to mutual agreement by the parties.

The parties shall have sixty (60) calendar days commencing September 19, 2023 to reach agreement. If an agreement is not reached within sixty (60) days of the reopener taking effect, either party may advise the other of its desire to mediate any or all of the unresolved issues. The mediator appointed for this will be the first available mediator from the following:

- Corinn Bell
- Vince Ready
- Mark Brown

Or any other mutually agreed to BC labour arbitrator should all of the above be unavailable.

To ensure the government's interest in extended labour peace, the parties agree to the following:

1. If mediation fails to bring about a resolution to the re-opening negotiations described above, all terms and conditions of the collective agreement will remain in full force and effect for the duration of the collective agreement term (eight [8] years); and
2. Subsections (2) and (3) of Section 50 of the BC *Labour Code* are hereby excluded.

**MEMORANDUM OF AGREEMENT #7**  
**Re: Term of Next Collective Agreement**

If a five (5) year extension of a highway maintenance contract is offered and achieved by the Employer, then the term of the next (second [2<sup>nd</sup>]) collective agreement will be seven (7) years in length (the duration of the ten (10) year term of the highway maintenance contract with the Province of BC plus a five (5) year extension). If an extension of a maintenance agreement is not offered or achieved by the Employer or the extension is not for five (5) years, then the term for the next collective agreement will be as negotiated by the parties. However, if it is unknown as to whether there will be an extension or not at the time, the negotiations will proceed with the term as noted above. Should an extension to be realized, all provisions (changes) negotiated for that next collective agreement will be considered in full force and effect until the expiration of the ten (10) year maintenance agreement and will expire at that time.

**MEMORANDUM OF SETTLEMENT**

Included in the Memorandum of Settlement will be the following:

The Employer and the Union will conduct a one (1) day joint Contract orientation within two (2) months of September 19, 2019, for all stewards, foremen and excluded positions.

The Union will provide the meeting room and documents and the Employer will provide lunch/refreshments for the stewards and bargaining committee members.