

**COLLECTIVE AGREEMENT**

**between**

**EMCON SERVICES INC.  
(Service Area 18)**

**and the**

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

**Effective from July 1, 2019 to June 30, 2027**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the Employer, except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.
- (2) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection.
- (3) "*Classification*" means any job title in Appendix 1.
- (4) "*Classification series*" are as defined in Appendix 1.
- (5) "*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 leave of absence.
- (6) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (7) "*Emergency*" means a sudden unexpected, unusual or unforeseen situation or occurrence that requires immediate action be taken.
- (8) "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*regular full-time*" meaning an employee who is employed for work which is of a continuous nature, and who holds a posted position.
  - (b) "*regular part-time*" meaning an employee who is employed for work which is of a continuous part-time nature and who holds a posted position.
  - (c) "*part-time*" meaning an employee who works on an as and when required basis and who does not hold a posted position.
  - (d) "*Employee*" does not include students employed for specific student employment programs.
- (9) "*Employer*" means the current maintenance contractor, Emcon Services Inc.
- (10) "*Division Manager*" means the Division Manager of Emcon Services Inc.
- (11) "*Headquarters or geographic location*" is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs their duties.
- (12) "*Holiday*" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (13) "*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.
- (14) "*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.
- (15) "*Lateral transfer*" or "*transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

- (16) "*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, a reorganization, program termination, closure or other material change in organization. Should work become available, employees will be recalled in accordance with Articles 13 and 30.
- (17) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (18) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (19) "*Merit*" means the level of education, skills, knowledge and experience required to carry out the duties of any position.
- (20) "*Probation*" for an employee means the first forty-five (45) workdays of employment in their initial position.
- (21) "*Promotion*" means a change from an employee's position to one with a higher salary.
- (22) "*Ratification date*" means the date by which both parties have received the approval from their Principals to execute the terms of the new agreement.
- (23) "*Relocation*" refers to the movement of an employee from one geographic location to another.
- (24) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (25) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (26) "*Seniority block*" means a defined geographical area in which an employee earns and maintains seniority.
- (27) "*Service area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (28) "*Spouse*" includes husband, wife and common-law-spouse.
- (29) "*Standby*" means a period of time during which employees are required to be available for work and restricts off-duty activity.
- (30) "*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.
- (31) "*Technological change*" means:
- (a) the introduction by the Employer into its work, undertaking, or business of equipment of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or,
  - (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (32) "*Termination*" is the separation of an employee from Emcon Services Inc. for cause pursuant to Articles 10, 11 and 30.

(33) "*Travel status*" with respect to an employee means absence of the employee from their headquarters or geographic location on Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location.

(34) "*Umpire*" means expedited arbitration as referenced in Clause 9.6.

(35) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).

(36) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

(37) "*Work group*" means a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block. Where more than one (1) work group works from a common point of assembly the work groups will be defined by the Employer.

(38) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The parties to this agreement share a desire to improve the quality of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the 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. If mutual agreement cannot be reached, the matter may be submitted to arbitration by either party.

### 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. The Employer has the right to make rules provided they are not in conflict with this agreement.

### 1.4 Human Rights and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Act* of BC. It is further agreed that wherever 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 of all employees of the Employer in Highway Maintenance Service Area 18, except those employees in positions mutually agreed to between the parties as

managerial and/or confidential exclusions or those positions excluded under the *Labour Relations Code*.

- (b) Positions excluded by this agreement shall be as described in Appendix 5 - Excluded Personnel.
- (c) New positions falling within the scope of this agreement shall be included in the bargaining unit.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees in the bargaining unit.

## **2.3 Correspondence**

- (a) The Employer agrees that any correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union (or designate).
- (b) The Employer agrees that a copy of all correspondence between the Employer and any employee covered by this agreement, pertaining to the interpretation or application of any clause of this agreement, as it applies to the employee, shall be forwarded to the President of the Union (or 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 elect/appoint stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union shall notify the Employer of such appointments in writing.
- (b) Stewards will not be required to attend at the worksite to perform steward duties on days of rest or outside of their regularly scheduled hours of work.
- (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 but are not limited to:
  - (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 during union votes;

- (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) attending meetings at the request of the Employer.

(e) Upon request and 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 employees' 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 Union Bulletin Boards**

The Employer shall provide a bulletin board at each regular assembly point for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such bulletin boards shall be restricted to the business affairs of the Union. Such information shall be posted by and removed by a designated steward.

## **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 (1) 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 picket lines 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) Leave of absence without pay and without loss of seniority shall be granted by the Employer:
  - (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) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;

- (4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board;
- (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1;
- (6) An employee doing work for the Union on one (1) of their days of rest may be given a paid union lieu day, which shall not be unreasonably withheld.

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

(c) *Chief steward:* Leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward 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 service area. Further leaves will be granted as required per Clause 2.10(a)(2).

### **2.11 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.

### **2.12 Union Bargaining Committee**

The Union's Bargaining Committee shall consist of up to three (3) employees and leave of absence with current pay, substitution pay where applicable and without loss of seniority will be granted to three (3) employees in order for them to be present at negotiation meetings with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer. The leave shall apply to days of negotiation.

### **2.13 Office Use/Union Representatives**

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on employee's own time. Union representatives shall be allowed reasonable use of the Employer's telephone and incidental use of the photocopier and facsimile machines for the purpose of conducting union business on the employee's own time.

## 2.14 No Interruption of Work

The parties agree there will be no strike or lockout during the term of this agreement.

### ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, (subject only to the provisions of Section 17 of the *Labour Relations Code*).

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

#### 4.1 Union Dues and Assessments

(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 each 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 President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following to the Union with every regular dues remittance:

- (1) Member SIN XXXXXXXXXX nine digits, no dashes or spaces
- (2) Member last name
- (3) Member first name
- (4) Dues XXXX.XX – no commas or dollar signs
- (5) Gross wages for period XXXX.XX – no commas or dollar signs
- (6) Job / position title
- (7) Service start date – yyyymmdd
- (8) Appointment code: regular, auxiliary, etc
- (9) Work location name
- (10) Work location address
- (11) Member address
- (12) Member work phone XXXXXXXXXX 10 digits, no dashes or spaces
- (13) Member home phone XXXXXXXXXX 10 digits, no dashes or spaces
- (14) Member cell phone XXXXXXXXXX 10 digits, no dashes or spaces
- (15) Member home email

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 quarterly 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.

\*Items #10 and #12 cannot be provided at the time of the signing of this agreement, but will be provided in the future if the Employer's computer system will allow in a cost effective manner.

#### **4.2 Income Tax Receipts**

The Employer shall supply without charge, on the annual T4 for each employee, the amount of the deductions paid to the Union by the employee in the previous calendar year.

### **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, worksite phone number, email address and location of the new employee's steward in the letter of hiring. 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 ten (10) 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. The Employer will notify the steward, in writing, of new employees and of their primary work location within ten (10) days of the start date of the new employee. This shall apply to a maximum of one (1) steward per worksite.

### **ARTICLE 6 - EMPLOYER'S RIGHTS**

#### **6.1 Employer Recognition**

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

#### **6.2 Bargaining Unit Work**

- (a) Management exclusions shall not perform bargaining unit work except in the following circumstances: in an emergency circumstance where bargaining unit personnel are not immediately available and for training and instruction over and above machine operator training.
- (b) Bargaining unit personnel may be assigned across classifications and/or seniority blocks to any work provided they are qualified. It is understood that an employee temporarily assigned to work with a rate of pay lower than their rate of pay shall receive their rate of pay.

### **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 Technical Information

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

## 7.3 Joint Labour/Management Committee

(a) The Employer and the Union agree to establish a joint labour/management committee comprised of an equal number of employer and union representatives not to exceed three (3) per party. The Committee shall meet at the request of either party, but not less than every two (2) months, at a place and time to be mutually agreed. This Committee may call upon additional persons for technical information or advice. In addition, once per calendar year one (1) union and one (1) employer representative, from each contract area shall meet collectively to address matters relevant to all contract areas.

(b) The Committee shall be chaired alternately by the employer and union representatives. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be treated strictly on a "*without prejudice*" basis.

(c) The Committee will fulfil its commitments with respect to the Special Employment Equity Program (SEEP), pursuant to MOU #10 and provide the necessary reports to the Provincial SEEP Committee.

(d) The Committee will also be responsible for developing and recommending an annual training plan by approximately April 1<sup>st</sup> of each year that is designed to enhance the existing skill base of employees while increasing an employees' suitability for promotional opportunities. Such plan will take into consideration the Employer's operational requirements that may merge with the training needs of every member of the bargaining unit.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievances

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. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstances 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. For the purpose of this clause the Employer shall provide the Union with a list of employer designates by worksite once annually or whenever a change in designates has occurred. For the purposes of submitting the grievance all of the excluded supervisors shall be considered employer designates.

### **8.3 Step 2**

The Employer's designate shall meet with the Union's designate within fifteen (15) calendar days after receipt of the grievance. The meeting may be conducted by teleconference or video conference provided there is mutual agreement between the parties. 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 may submit the grievance to arbitration within twenty-one (21) calendar days of the date of receipt of the Employer's Step 2 reply or of the date it was due. The Union's area staff representative may:

- (a) submit the grievance to arbitration;
- (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 alleged violation of an article of this agreement, within thirty (30) 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 suspension or dismissal shall be filed at Step 2 or arbitration within twenty-one (21) days of the suspension or dismissal.

### **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 Step 1 and 2 of the grievance procedure, which are required in writing, shall be sent by registered mail, courier, facsimile transmission, email, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are registered, sent by facsimile transmission, or accepted by a courier or sent by email and received on the day they were delivered or received by facsimile transmission or email in the appropriate office. Receipt of facsimile transmissions and emails 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 at Step 1, no discussion either directly or indirectly will be entered into respecting the grievance, 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 another channel, the Union agrees the grievance will be considered abandoned.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Clauses 8.4, 8.5 and 8.6, the Union's area staff representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's 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 (teleconference acceptable) 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:

- Mark Atkinson
- Corinn Bell
- Mark Brown

The Arbitrator shall be selected on rotational basis in the above order, provided they are available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within the thirty (30) day period, then the parties may by mutual agreement 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**

The parties shall seek to have an arbitrator 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.

## 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) If the parties cannot reach agreement on a settlement and if the grievance is not 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 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.

- (c) Decisions will be:

- (1) rendered verbally to the parties within three (3) workdays of the hearing;
- (2) confirmed in writing within two (2) calendar weeks of the hearing;
- (3) the written decision shall set forth a brief explanation of the facts and the terms of the agreement/law relied upon for the decision;
- (4) without precedent or prejudice to future proceedings;
- (5) binding to both parties;
- (6) consistent with the terms of the agreement.

- (d) A grievance determined by either party to fall within one (1) 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.

- (e) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

- (f) The parties shall contact the LRB Mediation Division and request the services of a mediator to act in the capacity of arbitrator. Where a mediator is not available through the Mediation Division to act in the capacity of an arbitrator, within twenty-eight (28) days, an individual from the following list will be appointed.

- Mark Atkinson
- Mark Brown
- Corinn Bell

- (g) If the named arbitrators are not available when required, an alternate arbitrator may be appointed by agreement of the parties.
- (h) The parties will agree to location of hearings and, wherever possible, they will be held at the city nearest to where the grievance arose.
- (i) A grievance shall be presented by a designated representative of the Union and a designated representative of the Employer who will not be an outside lawyer, except for hearings where the union representative is a lawyer, in which case the Employer reserves the right of legal representation.
- (j) By January 15<sup>th</sup> of each year, the parties will reserve a period of two (2) workdays (or more if required), biannually in 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.

### **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 Right to Steward**

- (a) An employee will be advised, in advance, of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present.
- (b) A steward will be advised, in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present.
- (c) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee feels may result in discipline.

### **10.3 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 and shall sign acknowledging receipt 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. 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.

### **10.4 Suspension and Discharge**

In the event of a grievance arising from an employee's suspension or dismissal, 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 within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at Step 2 or arbitration within twenty-one (21) days of the suspension or dismissal.

### **10.5 Probationary Period**

Each new employee shall serve a probationary period of forty-five (45) workdays from date of hire during which time the Employer shall assess suitability for continued employment.

The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the Union may submit the matter to arbitration in accordance with Article 9 within twenty-one (21) days of the date upon which the employee was notified of their rejection on probation.

### **10.6 Personnel File**

An employee, or the President of the Union (or 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 President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of twelve (12) months from the date it was issued, provided there are no further infractions.

### **10.7 Abandonment of Position**

An employee who fails to report for duty for five (5) consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### **10.8 Discipline Deemed Void**

Any disciplinary action implemented by the Employer must occur within:

- (a) Twenty (20) workdays of the action or circumstances giving rise to the discipline.
- (b) Twenty (20) workdays from when the Employer first became aware of the action or circumstances giving rise to the discipline.

Failure to proceed within the above-noted time frame shall deem any subsequent disciplinary action null and void.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

- (a) "*Service seniority for regular full-time and regular part-time employees*" shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular, accrued with the Public Service of BC prior to privatization, plus all service seniority accrued with previous

maintenance contractors in Service Area 18. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.

(b) "*Service seniority for part-time employees*" shall be defined as the total number of straight-time hours worked with unbroken service with the Employer plus all accumulated straight-time hours of unbroken service accrued with the Public Service of BC prior to privatization plus all accumulated straight-time hours accrued with previous maintenance contractors in Service Area 18. Service seniority for part-time employees shall be prorated on the basis of one (1) year service seniority for every one thousand nine hundred fifty-seven and one-half (1,957.5) hours worked. Seniority shall be maintained and accrued except as specified in Clause 30.4.

(c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employees' service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

(d) An employee shall retain their seniority if moved, pursuant to the provisions of this collective agreement, from one (1) seniority block or classification series to another.

### **11.2 Seniority List**

(a) The Employer will provide a service seniority list to the President of the Union or the local staff representative as at February 1<sup>st</sup> by February 28<sup>th</sup>, and as at August 1<sup>st</sup> by August 31<sup>st</sup> of each year.

(b) 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.

### **11.3 Loss of Seniority for a Regular Full-Time Employee**

A regular full-time and regular part-time employee shall lose their seniority in the event that:

- (a) they are discharged for cause;
- (b) they resign from their position;
- (c) they accept a position with the Employer which is outside the bargaining unit, except for temporary/trial appointments for less than forty-five (45) workdays. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at their old rate and remain a member of the bargaining unit;
- (d) they accept a severance payment in accordance with Article 13;
- (e) they are on layoff for more than eighteen (18) months.

### **11.4 Re-Employment**

A regular full-time employee who resigns their position and within sixty (60) days is re-employed as a regular full-time 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 - PROMOTIONS, VACANCIES, JOB POSTINGS AND TRAINING****12.1 Union Observer**

The President of the Union (or designate) may sit as an observer on a selection panel for posted positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions. The observer must provide notice that they intend to be present at the interview.

**12.2 Notification**

Unsuccessful in-service applicants to posted positions will be notified, in writing, within fourteen (14) days of the decision of the name and classification of the successful applicant. A copy of the appointment letter shall be forwarded to the local union area office.

**12.3 Appeal Procedure**

- (a) An unsuccessful candidate may request a written explanation from the panel Chairperson of the reasons why they were unsuccessful. Where no requests have been received within seven (7) days of notification of the successful applicant, the appointment can be confirmed.
- (b) An appeal must be processed through the Union and be filed with the Division Manager within five (5) days of receipt of an explanation. No permanent transfers or placements will be made until the appeal has been adjudicated.
- (c) If the employee is not satisfied with the decision of the Division Manager they may file a grievance as provided for in Articles 8 and 9 of this agreement.

**12.4 Relocation**

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interest of the Employer and/or the employee. In such cases, an employee will be fully advised of the reason for their relocation.

Should a regular full-time employee choose not to relocate, the employee may elect:

- (a) to grieve the reasonableness of the transfer;
- (b) vacancy selection;
- (c) severance pay.

**12.5 Transfers Without Postings**

- (a) *Compassionate Transfers*: Lateral transfers or voluntary demotions may be granted, without posting for the following reasons (prior to such transfers discussions will be held with the Joint Labour/Management Committee):
  - (1) compassionate or medical grounds to regular full-time employees who have completed their probationary period;
  - (2) all employees who have become unable to perform their regular duties due to industrial injury or industrial illness;
  - (3) handicapped or ill family members who require attention that is unavailable in the immediate area.



On relocation to the new seniority block an employee who transfers pursuant to (1) through (3) above will take all of their seniority with them to the new block.

(b) *Voluntary Transfers:*

(1) Full-time employees wishing to transfer from one (1) seniority block to another may register their intention with the Employer with copies to the Union via facsimile their intention to relocate. The time and date on the Union's faxed copy will become the official date of request for the purpose of this clause.

(2) When a vacancy occurs within the seniority block, it will be filled pursuant to Article 12 however, should any letter of intent to transfer be registered for that seniority block and if such letter pre-dates the date of hire date of a part-time employee, the voluntary transfer would be actioned prior to such part-time employee being offered a full-time position.

(3) On relocation to the new seniority block an employee who transfers pursuant to (2) above will take all their seniority with them to the new seniority block.

(4) If an employee is offered a transfer pursuant to (2) above and declines, the letter of intent to transfer will be considered void and the employee would be required to re-apply pursuant to (1) above, should they wish to do so.

(5) On being advised that the transfer could be actioned, an employee will be given a five (5) day period to accept or decline the opportunity. Where the employee accepts the transfer opportunity the transfer will normally be completed within thirty (30) days of the offer being made.

## **12.6 Interview Expenses**

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay, and substitution pay where applicable, and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

## **12.7 Postings**

(a) The Employer shall fill regular vacancies in each seniority block, created as a result of a regular employee's resignation, death, retirement, promotion, transfer or dismissal. Temporary vacancies will be filled pursuant to Clause 12.9. The Employer agrees to fill the vacancy or new position within thirty (30) calendar days. This clause does not preclude layoff of regular full-time employees over those provided for in Clause 13.1(a).

(b) Absence on LTD or WorkSafeBC will be considered a regular vacancy pursuant to (a) above, on the date the employee is determined to be permanently disabled from their own occupation.

(c) The notice of postings shall be service area wide and contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage, and where applicable, specific location. Such qualifications shall be consistent with the classification specifications. On the same day as the notice is posted, the Employer will mail a copy of the posting to employees who are on vacation.

(d) Notices shall be posted on the appropriate bulletin boards at least fourteen (14) days prior to the closing date of the competition.

- (e) Subject to Section 6 of the *Human Rights Act* of BC, all job postings shall be open to both male and female applicants.
- (f) A copy of all position vacant notices regarding positions within the bargaining unit will be sent to the local BCGEU staff representative.
- (g) Where there is no qualified applicant within the company then the Employer is entitled to advertise outside of the company.
- (h) The provisions of (a) to (g) above will be suspended until the number of regular employees on the payroll reaches thirty-five (35). If the Employer decides to voluntarily fill a vacancy above the regular complement of thirty-five (35) the process contained in this article will be followed.

The regular complement number does not include employees who are on long-term disability past two (2) years (disabled from all occupations).

### **12.8 Selection Panels**

- (a) A selection panel shall be convened within sixteen (16) days of the closing date of the competition. The time limits above may be amended by mutual agreement.
- (b) The most senior qualified employee within the appropriate classification within the seniority block where the posting originated will be awarded the vacancy. Failing this, the most senior qualified employee within the classification series within the seniority block will be awarded the posting.
- (c) If there are no successful applicants within the seniority block, the company will look at qualified applicants from within the company. If there are no qualified applicants, the company may recruit.
- (d) All selections for road foremen and trades supervisors being made on the basis of ability, skill and qualifications recognizing that, when two (2) or more employees possess relatively equal ability, skill or qualifications, the senior employee will receive the posting.

### **12.9 Filling of Temporary Vacancies**

The Employer shall fill vacancies of a temporary nature created as a result of a core employee using any provisions of this collective agreement (excluding annual vacations) which results in an absence which exceeds sixty (60) calendar days.

The provisions of this article are suspended until the number of regulars on the payroll reaches thirty-five (35).

### **12.10 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.

### **12.11 Trial Period**

Where a bargaining unit employee is promoted, they will be placed on trial for a forty-five (45) workday 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, they 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.

### 12.12 On-the-Job Operator Training

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 procedures and to qualify for new positions, including future positions.

- (a) As required within a seniority block, training will be offered to employees in the following order:
  - (1) senior regular employee within the classification;
  - (2) senior regular employee within the classification series;
  - (3) senior part-time employee within the classification;
  - (4) senior part-time employee within the classification series.
- (b) The senior employee may not be eligible for further training until all other employees within the classification series have been offered training.
- (c) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.
- (d) Where employees are designated for formal "*on-the-job*" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by their training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within forty (40) workdays. If the employee has not reached the required level of proficiency, they will be recommended for further training or will revert to their former position.
- (e) An employee may be rejected from the training program for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (f) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Clause 27.4 unless they are under supervision for formal "*on-the-job*" operator training.
- (g) The Employer agrees that, for each piece of equipment rated at a machine operator 2 or higher rate within a yard, two (2) members, in addition to incumbents, must be trained to operate. When two (2) members are not trained, training will be initiated. In satellite yards, the number is reduced to one (1) member in addition to incumbent.
- (h) The Employer is to supply the Joint Labour/Management Committee with a list of employees trained pursuant to (g) above on a semi-annual basis: April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

### 12.13 Training Courses

Candidates for any training program, with the exception of "*on-the-job*" operator training, will be selected on the basis of merit and service seniority within a work group. In the case of employees who have taken the same training 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.

**12.14 Time to Participate in Courses**

Where workloads permit, employees may be granted reasonable time during the regular workday to complete job related courses which are approved by the Employer. 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.

**12.15 Education and Training**

(a) Pursuant to Clause 20.8 of this agreement, the Union and the Employer agree that the Joint Education Committee will be established by the Joint Labour/Management Committee which will make recommendations to the Employer on:

- in-service training needs, programs and training assistance;
- training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for new positions being planned.

(b) On an annual basis in the month of April, the Joint Education Committee will review the training needs of each bargaining unit employee which will include, but not limited to, the following equipment: grader, forklift, excavator, loader, crane truck, bob cat, shoulder machine, torches, chainsaw and any other equipment or other operational training needs (i.e., WHMIS, airbrakes, etc) as determined by the Committee. Bargaining unit employees will be canvassed as to their training needs and professional development as part of the training needs assessment. The Joint Education Committee will make recommendations to the Employer based on the training and needs assessment.

(c) The Joint Education Committee will consist of two (2) representatives as appointed by the Union and two (2) representatives as appointed by the Employer. The Committee may call upon experts, including other employees, as needed. The Committee shall be chaired alternately by the employer and union representatives. Committee members should suffer no loss in pay due to their participation on the Committee.

**12.16 Training Assistance**

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

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

**12.17 Conferences and Seminars**

(a) Subject to the Employer's approval and 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 and/or to provide some in-service training.

(b) 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.

**12.18 Winter Awareness Training**

All employees assigned to a road crew shall receive annually, prior to October 31<sup>st</sup> each year or within fourteen (14) days of hire on the winter shift, one (1) day of winter awareness training. On an individual

basis, this training may be extended to up to three (3) days which may include operator training. The Employer will provide the Joint Labour/Management Committee with a list of all those so trained, including the dates and length of the training provided. The Employer may, for the purposes of this clause only, call in part-time employees for the sole purpose of this training, in which case there shall be no seniority accrual for the training described in this clause.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff and Recall

(a) In the event the scope of the work in Service Area 18 is changed either by a redefinition of the area or by the Ministry of Transportation reducing or increasing the amount of work required, the parties agree to meet and renegotiate the regular complement numbers. In the event agreement cannot be reached an arbitrator will be selected from the list established in this agreement to make a binding decision.

(b) In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series within a seniority block. The Employer will give the employee two (2) weeks' notice, in writing, of layoff. Regular employees recalled to work for a period of two (2) weeks or less will not be entitled to subsequent notice of layoff.

### 13.2 Options Upon Layoff

A regular full-time employee affected by a layoff may choose by indicating to the Employer, in writing, one (1) of the following options:

- (a) (1) Bump a junior employee in the same classification series within the seniority block. In doing so, they must have the necessary qualifications to perform the job.
- (2) Bump the junior employee in another classification series within the seniority block. In doing so, they must bump into an equivalent or lower classification provided they have the necessary qualifications to perform the job.
- (3) Bump a junior employee in another seniority block provided they have the necessary qualifications to perform the job.

The employee who bumps in accordance with (1), (2), or (3) above will not have their salary reduced. However, such employees shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(b) Opt to be placed on a recall list for eighteen (18) months for the purpose of recall to a position within their seniority block for which the employee is qualified. If this option is selected, no severance pay will be paid while on the recall list.

(c) Opt for severance pay as per the following:

- (1) An employee who has regular status prior to July 1, 2002 shall be entitled to an amount calculated pursuant to (i) through (iii) below:
  - (i) for the first year of completed employment - three (3) weeks' current salary;
  - (ii) for the second year of completed employment - three (3) weeks' current salary;
  - (iii) for each completed year thereafter - one-half (½) month current salary.

- (2) An employee covered by the above provisions shall not receive an amount greater than nine (9) months' current salary.
- (3) Regular employees who attained that status after July 1, 2002 shall be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act* but not to exceed eight (8) weeks.
- (4) It is understood that upon the expiry of the next Ministry of Transportation contract, severance pay provisions shall cease and the notice provisions will become effective eight (8) weeks prior to the termination of the MOT contract (2019).
- (5) In all cases relative to (1) through (4) above, the employee will be allowed a reasonable period to orient themselves with the work area and equipment.

### **13.3 No Layoff of Senior Regular Employees**

The Employer agrees that the thirty-five (35) most senior regular employees within the bargaining unit will not be subject to layoff. The Employer agrees to maintain the positions outlined in MOU #3 and employees in these positions will not be subject to layoff.

In the event the scope of work in the service area is changed as described above, the parties agree to meet and to renegotiate the regular complement number. The party seeking the adjustment shall notify the other, in writing and the onus for justifying any proposed change shall rest with the party initiating this process. Discussions for any adjustment to the regular complement number shall be facilitated through the Joint Labour/Management Committee, which will meet within two (2) weeks of notice being given.

Should the parties fail to agree on an appropriate regular complement number, the matter shall be referred to arbitration pursuant to Article 9 for resolution. The Employer may implement the change until a settlement is reached.

### **13.4 Early Retirement**

A regular full-time employee who is age fifty-five (55) or older and has completed ten (10) years of personable 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 matched pension contributions made by the Employer covering the period of the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach age sixty-five (65).

### **13.5 Point of Assembly**

(a) Every employee will be assigned a regular point of assembly within their seniority block. 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 or office. The seniority blocks shall be the following:

- (1) McLeese Lake;
- (2) Hixon;
- (3) Wells;
- (4) Quesnel;
- (5) Nazko.

(b) Employees working away from their regular point of assembly shall be paid for all hours worked and time travelling to the worksites and returning.

- (c) Points of assembly can only be changed with mutual agreement.
- (d) When an employee is assigned to a work location so far removed from their headquarters or point of assembly that it is impractical for them to be returned to their regular point of assembly at the end of each workday, they shall be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowance. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours' notice shall be waived for employees called from layoff status.

Where an employee works away from their regular or temporary field point of assembly as the case may be they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates.

## 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 one thousand nine hundred fifty-seven and one-half (1,957.5), which is equivalent to an average of thirty-seven and one-half (37.5) hours per week with a standard seven and one-half (7.5) hour day. Due to varying lengths of the calendar and work years and the varying time that employees may begin and end their work schedules, an employee will be required to work an average of one thousand nine hundred fifty-seven and one-half (1,957.5) hours. The Employer further guarantees that full-time employees shall be paid for one thousand nine hundred fifty-seven and one-half (1,957.5) hours. The thirty-seven and one-half (37.5) hours per week will be based on a 4:2 shift pattern for winter shifts and a 5:2/4:3 shift pattern for summer shifts, or as mutually agreed otherwise from the shift patterns noted in Clause 14.9.

### 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. The Employer agrees to meet with the Union to advise them of their needs thirty (30) days in advance of intended change to the work schedule.
- (c) The Employer's designate and the employees' representative at the local level will establish seasonal work schedules based upon the shift patterns and hours of work clauses in this agreement and the provisions of this article including the following:
- (1) if either party wishes a change to existing seasonal work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or General Manager;

- (3) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on seasonal work schedules;
- (4) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an umpire, pursuant to Article 8, and the terms of reference within this article.
- (d) (1) The umpire shall base their decision on work schedule information in this agreement and the criteria to be applied in this section. The umpire may consider a work schedule proposed by either party.
- (2) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (3) In coming to a decision, the umpire shall abide by the following rules:
- (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
  - (iii) the decision must not interpret this agreement except for the provisions of Clauses 14.2(d)(3) and 14.2(e);
  - (iv) the decision must accord with the agreed upon terms of reference as noted in this agreement.
- (e) The parties recognize that in reaching mutual agreement on seasonal work schedules, or where the umpire is recommending a schedule in accordance with the provisions of this article the following will also apply:
- (1) Work schedules shall meet the hours of operation and shall consider unusual or reasonable demands and functionally linked work groups within and without the bargaining unit.
  - (2) Seasonal work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost.
  - (3) Consideration shall also be given to employee preferences, fairness and equity.
- (f) The Employer will give fourteen (14) days' notice when implementing a new or changed seasonal work schedule.

### 14.3 Conversion of Hours

- (a) *Lieu Days*: Where an employee is granted a lieu day pursuant to Clause 17.3, the time off granted will be according to their regularly scheduled shift.
- (b) *Vacation*: Where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7.5) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays*: Where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be in accordance with their regularly scheduled shift at the time.



#### 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 after the meal period. Employees working a shift of three and one-half (3.5) 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 Meal Periods

- (a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and the length of the meal period shall be thirty (30) minutes.
- (b) An employee shall be entitled to take their meal period away from the workstation. Where an employee is recalled during the meal period the meal period shall be considered as time worked. Employees who are required to eat their meals at their workstation in order to perform their duties during the meal period shall have the meal period scheduled with pay within their workday.
- (c) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their location supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal period.

#### 14.6 Standby Provisions

- (a) Where regular full-time employees are required to standby 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) hour accumulated time for each three (3) hours' standing by, with a minimum of three (3) hours' accumulated time for each standby period. 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. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) When requiring employees for standby, the Employer will first canvass all employees for volunteers and such canvass shall occur a minimum of two (2) weeks prior to the required standby period. Such canvass shall be posted for a minimum of five (5) workdays.
- (c) Employees will be advised by their supervisor in advance when they are designated to be on standby.
- (d) Time accumulated under this article will not be considered part of the annual hours when it is accumulated, nor will it be considered part of the annual hours when it is taken off. Time off will be arranged by mutual agreement.
- (e) Employees required to standby shall be assigned standby on an equitable basis considering the qualifications of employees required.

#### 14.7 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to headquarters.

**14.8 Clean-up Time**

- (a) Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.
- (b) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of their scheduled workday. However, the Employer may decide whether clean-up in this case is to be done during the workday or on overtime.

**14.9 Table of Recognized Workday Lengths and Shift Patterns**

- (a) (1) *37.5 Hour Workweek:*

Table of Recognized Workday Lengths and Shift Patterns for a 37.5 Hour Workweek				
Scheduled Workday Length	Shift Pattern	# of Workdays	# of Days of Rest	# of Stat Holidays
7 hrs, 30 min.	5:2	249	104	12
8 hrs, 2 min.	4:2	235	118	12
9 hrs, 22 min.	4:3	197	156	12
8 hrs, 20 min.	5:2/4:3	223	130	12
This will only apply to seasonal plan works as described in MOU#4.				
12 hrs, 30 min.	3:4	155	198	12
10 hrs, 42 min.	4:4	171	182	12

- (2) *40 Hour Workweek:* The parties to this agreement share the goal of establishing a sufficient revenue base to enable the implementation of a forty (40) hour workweek on an annual basis. To that end, the parties agree that a cooperative effort between the Employer and its employees, through the Joint Labour/Management Committee, will be undertaken to identify, pursue, and secure additional work activities that would enhance the feasibility of the forty (40) hour workweek.

Table of Recognized Workday Lengths and Shift Patterns for a 40 Hour Workweek		
Length of Scheduled Workday	Shift Pattern	# of Stat Holiday Shutdowns
8 hours	5:2	12
10 hours	4:3	12
11 hrs, 25 minutes	4:4	12
11 hours, 25 minutes	3:3	12
8 hours, 26 minutes	2:1	12
8 hours, 54 minutes	5:2/4:3	12
8 hours, 36 minutes	5:2/5:2/4:3	12
Shifts for road foremen may be increased by one-half (½) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.11.		

- (b) There shall be no more than eight (8) scheduled changes per year and there shall be two (2) six (6) month averaging periods per year, November 1<sup>st</sup> to April 30<sup>th</sup> and May 1<sup>st</sup> to October 31<sup>st</sup>.

**14.10 Employees Working Away From Their Point of Assembly**

Except by mutual agreement, employees who are working away from their regular or temporary field point of assembly and who return on a daily basis to their regular or temporary field point of assembly shall be compensated for all hours worked and hours travelled from their regular or temporary field point of assembly to worksite and return.

**14.11 Scheduling of Earned Time Off (ETO)**

- (a) ETO time as per Clause 14.9.
- (b) Earned time off shall be scheduled by mutual agreement subject to operational requirements. Scheduled ETO will not subsequently be changed except by mutual agreement.
- (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 time and one-half (1½x) as the premium rate.
- (d) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a straight-time credit to be carried forward.

**14.12 Days of Rest**

The normal days of rest shall be Saturday and Sunday except when other agreed upon schedules provide for other days of rest.

**ARTICLE 15 - SHIFT WORK****15.1 Definition of Shifts and Shift Premiums**

- (a) *Identification of Shifts:*
  - (1) *Day Shift:* all hours worked on any shift which starts between 5:00 a.m. and 11:59 a.m. inclusive;
  - (2) *Afternoon Shift:* all hours worked on any shift which starts between 12:00 p.m. and 7:59 p.m. inclusive;
  - (3) *Night Shift:* all hours worked on any shift which starts between 8:00 p.m. and 4:59 a.m. inclusive;
  - (4) *Summer Weekend Shift:* all hours worked between 00:01 hours Saturday and 00:01 hours on Monday during the recognized summer shift schedule.
- (b) *Shift Premiums:*
  - (1) *Afternoon shift:* one dollar and seven cents (\$1.07) per hour;
  - (2) *Night shift:* one dollars and nineteen cents (\$1.19) per hour.

There will be increases at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018.

- (c) Where an employee opts to work a shift which includes weekend work other than during winter shift, a premium of one dollar and fifty cents (\$1.50) per hour will apply.

**15.2 Shift Premium Entitlement**

- (a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 8:00 p.m. and 5:00 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

### **15.3 Notice of Work Schedules**

Negotiations for seasonal shift schedules for regular full-time employees should be undertaken at least forty-five (45) days prior to the anticipated commencement date. These shift schedules shall be posted fourteen (14) days in advance of the starting date of a new schedule.

### **15.4 Exchange of Shifts**

(a) Employees may exchange shifts with other qualified employees, in writing 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.

(b) Once the employees have exchanged shifts by written notice, the changes become part of the posted shift schedule. Any subsequent changes to the shift become the responsibility of the employee who has accepted the change to ensure that shift is covered.

### **15.5 Shortfall of Annual Working Hours**

Scheduling of shifts for regular full-time employees shall not result in a shortfall of annual working hours through the shift schedules determined in this agreement.

### **15.6 Rotation of Shifts**

(a) Shift rotation shall only occur when there is a majority agreement amongst the employees involved within the classification series within a work group.

(b) When a machine is being utilized on a regular basis on day shift only, then the operator normally assigned shall not be required to enter into a winter shift pattern 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 the employee will be provided with 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 work to be performed; followed by,

(2) service seniority for all employees from other classifications.

(e) 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 purpose of rotation of shifts.

### **15.7 Short Changeover Premium**

(a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an employee exercises seniority rights to work shifts, one (1) of which falls within twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the rate referred to in (a) above.

### 15.8 Shift Supervision

All shifts shall have at least one (1) supervisory employee. Where none are scheduled, an employee shall be selected pursuant to Clause 27.4. "Supervisory" for the purpose of this clause includes leadhand and excluded supervisors.

### 15.9 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate union area office.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "Overtime" means work performed by an employee in excess of their regularly scheduled hours of work except as limited by Clause 16.9.
- (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 when:
  - (1) the overtime worked is authorized in advance by the Employer; and,
  - (2) the employee does not control the duration of the overtime worked.
- (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 prior 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 in advance. However, the Employer reserves the rights, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

### 16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or,
  - (2) the agreed averaging period.
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) 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 Allocation and Sharing of Overtime**

- (a) Overtime work shall be allocated on an equitable basis to qualified employees considering their availability and location.
- (b) 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 purpose of allocation of overtime.
- (c) Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained at the local level and that access to such records shall be permitted to the Union official in that jurisdiction.
- (d) Equitable sharing will be calculated in two (2) specific periods: November 1<sup>st</sup> to March 31<sup>st</sup> and April 1<sup>st</sup> to October 31<sup>st</sup> of each year.

**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 an regularly scheduled workday; and,
  - (2) double-time (2x) for all hours worked in excess of one (1);
  - (3) time and one-half (1½x) for all hours worked on a day of rest;
  - (4) subject to (3) above, double-time will be paid for hours worked on a day of rest that exceed the normal hours of the regular shift immediately preceding the overtime shift;
  - (5) an employee who works on a designated holiday 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 (1½) for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double-time for all hours worked.

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

- (b) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (c) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer (refer to Clause 14.11). Overtime shall be taken within one (1) year or paid out at the appropriate rate. Notwithstanding the above, CTO shall be used or scheduled prior to September 30<sup>th</sup>. CTO not used or scheduled shall be paid out on the pay period following October 31<sup>st</sup> each year.
- (d) The employee shall advise the pay office of their election to have either all cash or all compensatory time off (CTO), contributed to the pension plan, or RRSP as a voluntary contribution up to the maximum allowed under CRA regulations on each day. If no election is made, employees will be paid for the time worked.
- (e) The scheduling of CTO off will be subject to operational requirements, but will not be unreasonably withheld.

- (f) Accumulated CTO off may be paid out in advance of layoffs.
- (g) An employee who works on a scheduled CTO day shall be considered to have worked overtime and shall receive compensation at appropriate overtime rates, with no deduction from CTO credits.

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

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

### **16.8 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations or when the refusal would cause a crew to become inoperable, without being subject to disciplinary action for so refusing.

### **16.9 Overtime for Part-Time Employees**

Part-time employees can be called in and do not qualify for overtime until they have exceeded the daily hours of work of a regular full-time employee or the weekly hours of the recognized averaging period for the crew they are assigned to.

### **16.10 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.

### **16.11 Callout Provisions**

- (a) An employee who is called back to work after returning home upon completion of their regular shift 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. This clause shall not apply where the employee is provided a company vehicle for take home privileges.
- (b) Hours worked on a callout prior to a regular shift will be considered as having been worked after the shift when determining overtime entitlement.
- (c) Employees called out for work which does not abut the regular shift shall be compensated for a minimum of three (3) hours at overtime rates.
- (d) Employees called out for work on a day of rest shall be compensated for a minimum of three (3) hours at overtime rates as outlined in Clause 16.6(a)(3).

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holiday**

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

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

(b) Any other holiday proclaimed as a holiday by the federal or provincial governments for the locality in which an employee is working 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 preceding Friday 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 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, it will be rescheduled to an adjacent workday on the preceding or the succeeding shift. However, by mutual agreement between the employee and the Employer, the lieu day may be banked. Such banked lieu days will be rescheduled to be taken at a mutually agreeable time.

(b) If an employee is called in to work on the day designated as a lieu day pursuant to (a) above, they 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.

#### **17.4 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.

#### **17.5 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 the following New Year's Day off.

#### **17.6 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 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 twenty (420) working hours preceding a paid holiday.

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

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

(a) *Definitions:*

"*Vacation year*" - for the purpose of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

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



(b) A regular full-time employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to fifth .....	15
Sixth .....	16
Seventh .....	17
Eighth .....	21
Ninth .....	22
Tenth .....	23
Eleventh .....	24
Twelfth to nineteenth .....	25
Twentieth and thereafter ...	30

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

### 18.2 Vacation Earning for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month for which they earn ten (10) days' pay.

(2) 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.

(b) During the first and subsequent vacation years an employee will earn one-twelfth ( $\frac{1}{12}$ ) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

(c) In the event of a successor, prior to the expiration of the current maintenance contract, the Employer shall endeavour to negotiate with the successor to allow employees to carry forward any outstanding vacation credits for partial years.

### 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 calendar year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the second anniversary falls shall be the second vacation year, in which the sixth anniversary falls shall be the sixth vacation year, etc.

(c) An employee earns but is not entitled to receive vacation leave during the first six months of continuous employment.

(d) 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>. Employees will be advised of the status of their vacation not more than three (3) weeks

from cutoff dates or from the date of any request falling outside of the scheduling period identified in this clause.

(e) 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. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15<sup>th</sup> except for vacation to be carried over as allowed under Clause 18.6 of this agreement.

(f) 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.

(g) An employee transferred by the Employer shall maintain their vacation period provided that any other employee's vacation period shall not be affected thereby.

(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.

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

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 purpose of preference in selection of vacation.

(j) 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.

(k) The Employer will endeavour to allow as many regular full-time employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) employee in each classification may take their vacation subject to Clauses 18.3(i) and (j) of this agreement and subject to not rendering the crew inoperable.

(l) Where vacation relief is required, the Employer shall give regular full-time employees the opportunity to substitute in order of seniority, subject to being qualified and in accordance with Clause 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

#### **18.4 Vacation Pay**

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.

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

Where 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. Employees in their first partial year of service, who commenced prior to July 1<sup>st</sup> of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar 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 December 31<sup>st</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 were 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**

Effective July 1, 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 & INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this agreement and as described in Appendix 2. In the case of employees eligible for STIIP benefits, they will remain on payroll at seventy-five percent (75%) of weekly earnings after signing an agreement that the insurance payment be forwarded to the Employer. The parties agree that the employees who do not promptly submit the required forms and therefore delay benefit payment will be promptly removed from the payroll and will wait for the benefit payments.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE****20.1 Bereavement Leave**

(a) In the case of a death in the immediate family, an employee not on leave of absence without pay shall be entitled to five (5) days of bereavement leave.

(b) "*Immediate family*" is defined as an employee's parent, spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandchild, stepgrandchild or 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, and stepparents the employee shall be entitled to bereavement 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.

(e) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion. When an employee intends to use the provisions of this clause they must advise the Employer when application is made for leave in accordance with (a) above.

## 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave with 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;
- (9) court ordered visitation privileges for an employee's child residing outside the service area - one (1) day per year.

(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 child or spouse, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days' paid leave at any one (1) time for this purpose.

(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 regular full-time position with the Union or anybody 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, Treasurer or Vice President of the BCGEU. 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.

(f) Where an employee is required to be a witness as a result of their employment, during non-scheduled hours, the Employer shall grant equivalent time off. Such time off to be by mutual agreement.

#### **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 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees,

laboratory fees, and course required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular full-time employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

### **20.8 Education Leave**

Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular full-time employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one (1) year which may be renewed by mutual agreement. Such leave may be without pay.

### **20.9 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.

### **20.10 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 orally for withholding approval.

### **20.11 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 shall be permitted, if the Employer is notified at the time the appointment is made. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time up to a maximum of five (5) 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.

### **20.12 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.

### **20.13 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed thirty-seven and one-half (37.5) hours,

unless additional special leave is approved by the Employer.

#### **20.14 Emergency Service Leave**

Where employee's services are required for emergency operations by request from provincial emergency programs or appropriate police or fire 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. Where notice of an emergency is forwarded to the Employer, the message shall be relayed to the appropriate employee immediately upon receipt.

#### **20.15 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

#### **20.16 Extended Child Care Leave**

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:

- (a) The employee's application shall be submitted to the Employer at least four (4) weeks prior to the expiration of Article 21 leave.
- (b) The combined length of leaves under this clause and under Article 21 shall not exceed eighteen (18) months.
- (c) The employee's return to work requirements of Clause 21.2(b) and 21.2(d) shall be deferred until the expiration of this leave. Notifications of return to work and return to work shall be subject to Clause 21.6(b).

Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

#### **20.17 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at the risk of dying within twenty-six (26) weeks. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25. Vacation entitlement will be based upon the provisions of Clause 18.1(b).

**ARTICLE 21 - MATERNITY AND PARENTAL LEAVE****21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to twenty-six (26) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of their pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

**21.2 Parental Leave and Adoption Leave**

- (a) Upon written request an employee shall be entitled to parental or adoption leave of up to thirty-five (35) weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks' parental or adoption leave between them.
- (c) Such written request pursuant to (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; or,
  - (2) in the case of a father, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birthday or adoption of the child. Such leave request must be supported by appropriate documentation.

**21.3 Extension of Leave**

Employees who are entitled to leave pursuant to Clauses 21.1 and 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 Clauses 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 Clause 21.1 or 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 Clauses 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 maternity, 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 maternity, 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 maternity, 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*, the *Workplace Act*, or any other statute of the Province of BC pertaining to the working environment, shall be fully complied with. First Aid Kits shall be supplied in accordance with this clause. In the event that statutes governing occupational health and safety regulations and standards which pertain to employees are changed during the term of this agreement, the parties agree to meet and discuss the impact of those changes.

### **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. To this end, a joint occupational health and safety committee will be established to encompass the entire bargaining unit and will operate as outlined below:

- (a) The Committee shall consist of an equal number of worker representatives and employer representatives, taking into account geographic considerations. This Committee will meet four (4) times yearly or more often if required. The Committee shall be comprised of a maximum of three (3) union designates and three (3) employer designates. The Committee will endeavour to have a representative from each of the Road Crew, Mechanical Crew, and Bridge Crew.
- (b) The Committee will function in accordance with the Occupational 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 and are to be posted in each assembly point.

(c) The Employer and the Union agree that it is very important and most effective to have all employees involved in occupational health and safety, therefore regular crew meetings will be held at the local level monthly. Records of these meetings, including the matters discussed, shall be forwarded to the Joint Committee.

(d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending committee meetings, or in carrying out other duties in accordance with WorkSafeBC regulations.

(e) Committee meetings, training and other committee business shall be scheduled during normal working hours whenever possible. Time spent by 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.

### **22.3 Unsafe Work Conditions**

Where an employee acts in compliance with the WorkSafeBC 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.

### **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 determined by the First Aid Attendant on the site and administering first aid to the patient, and 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. This does not apply to the Employer paying mileage where the employee has arranged their own transportation.

### **22.6 Investigation of Accidents**

(a) Pursuant to the *Workers Compensation Act*, all accidents shall be investigated jointly by at least one (1) appointed representative of the BCGEU and one (1) management representative.

(b) Reports shall be submitted on a mutually agreed upon accident investigation form and copies sent to:

- (1) Workers' Compensation Board;
- (2) Joint Occupational Health and Safety Committee;
- (3) the Division Manager;
- (4) BCGEU President (or designate).

Nothing in this clause 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 BCGEU President (or designate) of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

## 22.7 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. The Employer shall provide a computer with computer access to the *Workers Compensation Act* and Regulations at each worksite. Paper copies shall be provided to those worksites where computer access is not possible.

(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 Level 2 or Level 3 first aid attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 2 forty-seven dollars and sixty-nine cents (\$47.69) biweekly.
- Occupational First Aid Certificate, Level 3 fifty-nine dollars and sixty-two cents (\$59.62) biweekly.

The allowance shall be prorated for partial months. Employees designated to act as the occupational first aid attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay or while on vacation leave with pay.

Where the Employer has an additional requirement for a first aid attendant on a temporary basis, then provided the employee acts as the first aid attendant for a minimum of twelve (12) workdays in any month, they shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular full-time 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 full-time employees within the work unit in order of service seniority, provided the employee can meet the requirements of the 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 full-time 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 part-time 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 12.7(c).

(5) Failing (4) above, the Employer may require the most senior regular full-time employee within the work unit who can meet the requirements of the WorkSafeBC regulations to undertake occupational first aid training in order to obtain a certificate.

(e) All employees who, by the nature of their employment, are required to perform road and bridge maintenance or construction work shall be given at a minimum Level 1 Basic First Aid at the Employer's expense.

## **22.8 Unresolved Safety Issues**

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

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

(a) The Employer will abide by the Occupational Health and Safety Regulations of WorkSafeBC.

(b) Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substances, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same. Unless an employee has received adequate training, the employee will not be required to physically handle dangerous goods as defined by the *Transportation of Dangerous Goods Act*.

## **22.10 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 (as per WorkSafeBC regulations).

(b) The Employer recognizes the need for coordination with operations 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.

(c) Where conflict arises out of the administration of this clause, WorkSafeBC regulations will prevail.

## **22.11 Safety Equipment**

(a) With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under WorkSafeBC 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:

- (1) hard hats and liners where required;
- (2) safety gloves;
- (3) safety or welding goggles and helmets;
- (4) respirators;
- (5) protective hearing devices.

(b) 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.

#### **22.12 Workplace Hazardous Materials Information System (WHMIS)**

In accordance with the provisions of Section 5 of the Occupational Health and Safety Regulations, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS.

#### **22.13 Pollution Control**

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

#### **22.14 Training Programs for Occupational Health and Safety Committee Members**

Training of Joint Occupational Health and Safety Committee members will be undertaken using the Union's training program.

(a) The program will provide two (2) days training for all Occupational Health and Safety Committee members and designated safety representatives pursuant to the *Workers Compensation Act* and Occupational Health and Safety Regulations within six (6) months of appointment.

(b) The program shall, at a minimum, reflect the requirements and standards for a Health and Safety Program recommended by the Workers' Compensation Board.

(c) The training shall be carried out jointly by teams of qualified union and employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in Occupational Health and Safety and instructional techniques.

(d) Union instructors shall be selected by the Union.

(e) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

#### **22.15 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, policy, 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.

(c) The Employer will support the provision of education and training in Mental Health First Aid for the Occupational Health and Safety representatives including members of the Joint Labour/Management Committee. This course shall be provided at the Employer's expense. The Employer will ensure that all participants are given leave to attend with full pay and benefits and without loss of seniority.

(d) Immediate critical incident stress debriefing and posttraumatic counselling shall be made available for employees who have suffered as a result. Leave required to attend such debriefing or counselling sessions will be without loss of pay or benefits. The cost associated with the provisions of this sub-clause will not exceed an annual total of four thousand dollars (\$4,000).

**22.16 Skin Protection from Ultraviolet Radiation**

The Joint Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultraviolet radiation in order to prevent illness or injury. The Employer shall provide adequate sunblock protection to all employees as required.

**22.17 Workplace Violence**

- (a) It is recognized that employees may be at risk of violence or verbal abuse from clients or from members of the public and as such will be in compliance with all applicable Workers' Compensation Board regulations.
- (b) Where such potential exists:
  - (1) employees shall receive training in the recognition and management of such incidents;
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Joint Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
- (d) The Employer shall utilize the union training on the prevention of violence.
- (e) Employees shall be informed concerning the potential for violence or verbal abuse from clients or members of the public.

**ARTICLE 23 - TECHNOLOGICAL CHANGE****23.1 Definition**

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

**23.2 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.

**23.3 Notice of Technological Change**

- (a) For the purpose of technological change, 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 23.3(a) the Joint Labour/Management Committee shall meet within ten (10) days to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.3(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 23.3(a):
- (1) Regular full-time 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 either a vacancy option, or severance pay provisions of Article 13.
  - (2) To absorb those regular full-time 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.

#### **23.4 Disputes Resolved**

If the Employer and the Union are unable to reach agreement respecting reasonable periods of training and familiarization, the matter may be referred to arbitration pursuant to Article 9 by notice of intent to arbitrate.

### **ARTICLE 24 - CONTRACTING OUT**

#### **24.1 Contracting Out**

- (a) The Union recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation to utilize hired equipment and to subcontract highways road and bridge maintenance work on an annual basis.
- (b) Notwithstanding the requirements of Clause 24.1(a) above, the Employer and Union are committed to the productive utilization of bargaining unit employees so as to minimize the requirement for the contracting out of work.

#### **24.2 No Contracting Out Which Results in Layoff**

- (a) The Employer agrees not to contract out any of the Employer's work presently performed by employees (regular and part-time) covered by this agreement which would result in the laying off of such employees and/or not recalling any employees on layoff with recall rights
- (b) Notwithstanding Clause 24.2(a) above, the Employer may contract out major paving, mowing, seal coat, machine brushing, dust lay stabilization, crack sealing, flagging and ditching (ditching machine only), and crushing.
- (c) Notwithstanding Clause 24.2(a) above, the Employer may contract out up to three percent (3%) (of which a maximum of one percent [1%] is winter maintenance work) of the annual value of the maintenance contract price, while qualified part-time employees are on layoff as long as no regular employees are laid off.

(d) Notwithstanding Clause 24.2(a) above, the parties may mutually agree to additional contracting out.

The Employer will provide to the Union (at the area office) on a quarterly basis a report of the total amount of money spent on contracting out pursuant to Clause 24.2(c) above. The report shall include the total dollars spent for each activity (e.g. snow ploughing, ditching, screening, etcetera) and is due to the by the fifteenth (15<sup>th</sup>) of the month following the end of the quarter.

### **24.3 Contracting In**

Nothing in this agreement prohibits the Employer from contracting with any party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet to discuss temporary modifications to this agreement that will be beneficial to securing such work. These discussions are to take place at an expedited pre-bid meeting comprised of the Union's Labour/Management Committee representatives, a member of the affected work group, and the Employer's representatives. Any local modifications will be on a project-by-project basis without precedent. Once an agreement on a project has been reached, sign up for the work will be using a mutually agreed to expression of interest and sign-up sheet.

The Employer and the Union agree to continue to pursue additional contracting in work with a view to improving the economic stability of the business.

### **24.4 Warranty Work**

When warranty work is performed on the Employer's worksites, the Employer's mechanic will be assigned to work with the warranty mechanic when, in the opinion of the mechanical superintendent, the Employer's workload will allow.

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Basic Medical Insurance**

Employees, whether regular full-time or regular part-time, may choose to be covered by the BC Medical Services 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 regular premium.

### **25.2 Extended Health Care Plan**

The Employer shall maintain in good standing the extended health care plan for which the Employer shall pay one hundred percent (100%) of the monthly premium for all eligible employees and their families. The extended health care plan shall provide:

(a) One hundred dollar (\$100) deductible per calendar year and reimbursement of eighty percent (80%) of the first one thousand dollars (\$1,000) of eligible expenses and eighty percent (80%) of the excess eligible expenses in each calendar year.

(b) (1) Prescription drugs (including contraceptives), on the written prescription of a physician or surgeon, in accordance with the Fair PharmaCare Plan listed under the Ministry of Health's PharmaNet Drug Master and Pricing list using Low Cost Alternative (generic) drug pricing, where one exists, and special authority approvals, where specified as required. The process of seeking special authority is required; however, prescription drugs shall be paid where a physician or surgeon indicates an alternate is required for medical reasons. Where a physician or surgeon has so indicated, the Employer will not dispute such claim. The Employer will pay any additional doctor's fees required to administer this.



- (2) If an employee submits a claim for a prescription drug that is not in accordance with the Fair PharmaCare Plan with the exemption from the physician or surgeon (but not the special authority application), the initial claim will be allowed and paid as such. However, the employee will be required to obtain the necessary exemption pursuant to (b)(1) above for subsequent claims for the same drug. Registration with PharmaCare is mandatory for all employees entitled to extended health care benefits.
- (c) Prescription drugs (including contraceptives) are subject to a standard dispensing limit of thirty-four (34) days per prescription, however if a larger supply is needed and proves more economical, a larger supply may be supplied up to one hundred (100) days per prescription. This dispensing limit is based on the insurer industry standard.
- (d) Hospital benefits including semi-private and private accommodation; outpatient hospital services; licensed ambulance; out-of-province emergency treatment.
- (e) Regarding licensed paramedical practitioners, please note the following: physiotherapists and masseurs are covered at two hundred fifty dollars (\$250) per practitioner per calendar year; chiropractors and naturopaths are subject to a maximum of two hundred dollars (\$200) per practitioner per calendar year. Speech therapists, podiatrists, acupuncturists and registered psychologists are subject to one hundred dollars (\$100) per practitioner per calendar year.
- (f) Chiropodists same as podiatrist and other osteopaths are not covered.
- (g) Registered nursing charges are covered at reasonable and customary charges. Pre-authorization and a physician's prescription are required.
- One optometric exam is covered per year if performed by a licensed optometrist. Ophthalmologist services/exams are not covered, however eyewear can be purchased up to the vision limit, if prescribed by an ophthalmologist. *Note: Physician prescription is required.*
- (h) Hearing aids are covered at four hundred seventy-six dollars and ninety-six cents (\$476.96). There will be an additional increase at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018.
- (i) Custom made orthopaedic shoes and devices (excluding arch supports) are covered at four hundred dollars (\$400) per adult and two hundred dollars (\$200) per dependent child per calendar year.
- (j) Orthotic appliances are covered at five hundred dollars (\$500) per year.
- (k) Glucose monitors are covered at eighty percent (80%) up to a maximum of four hundred dollars (\$400) per lifetime. Diabetic supplies are limited to reasonable and customary charges as set out by the insurer.
- (l) Prostheses and supplies as a result of a mastectomy are covered up to two hundred dollars (\$200) per year.
- (m) Wheelchair rental, medical equipment and hospital beds that are medically necessary are covered.
- (n) Vision care is five hundred ninety-six dollars and twenty-one cents (\$596.21) per twenty-four (24) months for adults and every twelve (12) months for children. There will be an additional increase at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018. The vision care benefit may be used for laser eye surgery.

*Note: Medical appliances require a physician's prescription, and a pre-authorization is recommended prior to purchasing these items.*

### **25.3 Dental Plan**

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

- (1) Part A — 100% coverage;
- (2) Part B — 60% coverage;
- (3) Part C — 50% coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3,000) per patient.

### **25.4 Group Life**

(a) The Employer shall provide a group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of one hundred fifteen thousand dollars (\$115,000).

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

(c) For loss of life - the principal sum.

### **25.5 Medical Examination**

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.

### **25.6 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislation or other action by the government of BC or the government of Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

### **25.7 Health and Welfare Plans**

(a) A copy of the master contract with the carrier for all the benefit plans contained within Article 25 shall be sent to the President of the Union and the appropriate BCGEU area office.

(b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage within ninety (90) days of the signing of this collective agreement. The cost of such a pamphlet shall be borne by the Employer.

(c) The benefit coverage as negotiated will not be changed except by mutual agreement.

(d) Employees who qualify for coverage under Article 25 may continue coverage, except for STIIP and LTD, while on layoff. However, they shall pay the full cost of such coverage starting the first day of the month following layoff until the last day of the month prior to the month in which they are recalled.

## 25.8 Eligibility

Employees shall be eligible for coverage for health and welfare benefits effective the first day of the month following their appointment to regular full-time status.

Employees who are sixty-five (65) years old and older will not be eligible for Article 25 benefits; however, they will be entitled to the Health Spending Account provisions in Clause 30.9, including the dollar amounts provided by the Employer.

## 25.9 Workers' Compensation Benefits

- (a) When a regular full-time employee is on a claim recognized by WorkSafeBC, they shall be entitled to receive full wages, benefits and seniority until they are medically cleared to return to work.
- (b) Monies in reimbursement of lost wages received from WorkSafeBC will be returned to the Employer.
- (c) Vacation credits will accrue while on WorkSafeBC benefits.

## 25.10 Continuation of Benefits

Employees who are eligible for benefits under Clause 25.8 above shall be entitled to maintain coverage except for weekly indemnity and long-term disability for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

## 25.11 Employee and Family Assistance Program

The Employer agrees to pay one hundred percent (100%) of the costs of fees for service for the employee and family assistance program (EFAP) which is currently established between the parties.

# ARTICLE 26 - WORK CLOTHING

## 26.1 Protective Clothing

- (a) "*Protective clothing*" is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
  - (1) Individual issue coveralls to the following:
    - (i) general tradesman — maximum three (3) pair per week;
    - (ii) apprentices — three (3) pair per week.
  - (2) Individual issue laboratory coats or counter coats: *mechanic supervisor* — maximum two (2) per week.
  - (3) Individual issue welder's leather jackets and aprons where appropriate.
  - (4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
  - (5) Plant issue coveralls to operators when they are required to service equipment.

- (6) Plant issue coveralls to yardmen when required.
  - (7) Plant issue coveralls to those employees engaged in the operation of distributor trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.
  - (8) Disposable coveralls to those employees required to paint or apply substances resistant to cleaning.
- (c) Any individual's issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (d) Where the Employer supplies items listed above, 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 eighteen dollars (\$18) per month will be provided.

## **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 sex for any work at a rate that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### **27.2 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Part-time employees shall receive their paycheque no later than three (3) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period and will be provided electronically. The employee may elect to have their paystub printed by the Employer. All premiums and allowances payable shall be paid out no later than three (3) weeks from the date of earning them.
- (c) The Employer shall endeavour to provide for the direct deposit (electronic funds transfer) of the 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 Rate of Pay**

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 1.

### **27.4 Substitution Pay**

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position, the employee 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 substitution in a higher position.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (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 clause shall not include training time.
- (e) Substitution to a higher level position shall be offered to the most senior available qualified employee in the appropriate classification within that seniority block, subject to the employee's ability to perform the job.
- (f) Appointment to substitute in supervisory level positions (foreman 3 and trade senior supervisor) shall be made on the basis of merit.
- (g) Where an established supervisory position normally exists, a substitute may be designated in accordance with this article.
- (h) 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 purpose of substitution.
- (i) When an employee is asked to substitute into a non-union position and requests the assistance of a shop steward to discuss with management the appropriate rate of pay, such assistance will not be denied.

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

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

#### **27.6 Pay on Temporary Assignment**

An 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 Salary Protection and Downward Reclassification of Position**

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

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

that is caused other than by the employee. That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving. When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the new classification. That employee shall receive the full negotiated salary increases for their new classification thereafter.

#### **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. Ownership of a vehicle shall not be a condition of employment. The vehicle allowance shall be fifty-four cents (54¢) per kilometre. If Revenue Canada increases its deductibility rate during the life of this agreement, the above rate shall be increased accordingly.

**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. Meal allowances shall be:

Breakfast .....	\$12
Lunch.....	\$14
Dinner .....	\$25

**27.10 Abnormal Working Conditions**

Premiums rates for abnormal working conditions shall be as follows:

- (a) *Dirty Money*: A premium allowance of eighty-three cents (83¢) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. The premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.
- (b) *Welding and Cutting of Galvanized Material*: A premium allowance of ninety-six cents (96¢) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. The premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.
- (c) For mechanical repairs performed outside in -35° Celsius or colder a premium of one dollar and two cents (\$1.02) per hour will be paid for the time exposed with a minimum of one-half (½) hour.

There will be additional increases to the above premiums at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018.

**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**

- (a) Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with MOU #1, Part 1.
- (b) Regular full-time employees who are required to proceed on travel status shall be provided with adequate accommodations and meals. If the Employer is not able to provide this in advance, the employee is entitled to receive an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

**27.13 Relocation Expenses**

Regular full-time employees who have to move from one (1) geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with MOU #1, Part 2.

**27.14 Retirement Allowance**

- (a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the *Pension (Public Service) Act* or BC Target Benefit Pension

Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their salary 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 (1/5) of their monthly salary.

(b) For the purposes of this article, one (1) month's salary is:

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

The retirement allowance will only apply to regular employees who would be eligible at the time of the expiry of the existing collective agreement July 1, 2019.

### **27.15 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

### **27.16 Telephone Allowance**

(a) Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call home, to or within BC, for every two (2) consecutive nights away.

(b) Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities only after receiving permission.

(c) Employees will not be required to utilize their personal cell phone during working hours.

### **27.17 Work Time Records**

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.

### **27.18 Training Allowance**

Operators who are required by the Employer to provide training to a specific level and to certify to the competency of the employees so trained shall receive a premium of one dollar and nineteen cents (\$1.19) per hour while training. 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. There will be an additional increase to the above premiums at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018.

### **27.19 Expenses within Headquarters Area**

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

## ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

### 28.1 Classification Specifications

Classification specifications shall be established by mutual agreement with the Union, as per Addendum #1.

### 28.2 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within twenty-one (21) days to the special Arbitrator agreed by the parties who shall determine the new 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 - HARASSMENT AND BULLYING

### 29.1 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 of 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.



## 29.2 Personal and Psychological 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 of 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, gestures, 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;
  - (4) actions or words that create a risk to a worker's psychological or physical wellbeing; causes a worker substantial distress or results in an employee's humiliation or intimidation;
  - (5) actions or words that are inappropriate and serves no legitimate work-related purpose.
- (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.

## 29.3 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 Division Manager. Where the complaint is against the Division Manager, it shall be submitted to the President 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 (f) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager 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 General Manager'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 General Manager may take interim measures to separate the employees concerned if deemed necessary. Any possible permanent dislocation will impact on the harasser.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager'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;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (j) Complaints under this article shall be treated in strict confidence by all parties involved.

#### **29.4 Anti-Bullying**

- (a) The Employer and Union support the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
- (1) Intimidates, shows hostility, threatens and offends others;
  - (2) Interferes with a worker's performance;
  - (3) Otherwise adversely affects others.
- (c) The Employer shall maintain an anti-bullying policy in compliance with WorkSafeBC that includes a complaint procedure.

### **ARTICLE 30 - PART-TIME EMPLOYEES**

#### **30.1 Part-Time Employees**

A part-time employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. A copy of each part-time employment letter will be sent to the appropriate union area office.

### 30.2 Seniority

- (a) For the purpose of layoff and recall, a part-time employee who has worked in excess of thirty (30) workdays shall accumulate service seniority within a seniority block on the basis of:
- (1) all hours worked at the straight-time rate;
  - (2) designated paid holidays or days off in lieu in accordance with Clause 30.7.
- (b) Upon completing two hundred twenty-five (225) hours, a part-time employee's seniority shall include the accumulated thirty (30) workdays.
- (c) Subject to Clause 30.4, a part-time employee shall retain their seniority if they are moved by the Employer from one (1) seniority block or classification series to another.
- (d) Seniority lists shall be maintained at the head office and will be posted at the local level every three (3) months. Copies will be supplied to the Union on request.

### 30.3 Part-Time Displacement

Within a seniority block, senior part-time employees may opt to displace junior part-time employees who have been recalled if a senior part-time is unavailable for recall due to the following circumstance(s):

- (a) absence on a WorkSafeBC or ICBC claim;
- (b) maternity leave;
- (c) absence on bereavement leave;
- (d) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or provincial emergency program, or fire or police training seminars;
- (e) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (f) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of the illness may be required if a pattern of consistent absence is developing;
- (g) union leave per Clause 2.10 or 2.12;
- (h) jury duty;
- (i) medical or dental appointments;
- (j) any approved leave of absence without pay.

### 30.4 Loss of Seniority

- (a) A part-time employee will lose their seniority when:
- (1) they are terminated for just cause;
  - (2) they voluntarily terminate or abandon their position;
  - (3) they are on layoff for more than nine (9) months. All part-time employees will have nine (9) month recall, except those newly hired after September 1, 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 employees 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;

- (4) they are unavailable for or declines three (3) offers of re-employment;
- (5) they become a regular employee.

(b) Part-time employees who are unavailable for the following reasons will not have the decline count as an occurrence:

- (1) absence on a WorkSafeBC claim;
- (2) maternity/parental leave;
- (3) absence on bereavement leave without pay;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of a dependent child of an employee when no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (7) union leave as per Clause 2.12;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) any approved leave of absence without pay.

(c) A part-time employee who goes off on sick leave, WorkSafeBC or a work related ICBC claim will be treated as follows:

- (1) sick leave - maximum five (5) days' seniority;
- (2) WorkSafeBC and ICBC - actual days on such claim.

(d) In no case will seniority accumulate beyond the normal date of layoff.

### **30.5 Layoff and Recall**

(a) Layoff of part-time employees does not require notice and shall be in reverse order of service seniority by classification within a seniority block. Part-time employees do not qualify for severance pay.

(b) Part-time employees on layoff shall be recalled on an as and when needed basis in order of service seniority within a seniority block provided that the part-time employee is qualified to carry out the work which is available.

(c) Part-time employees working a winter shift may be temporarily laid off, for short periods, not to exceed five (5) consecutive shifts and no more than ten (10) days per work schedule, in reverse order of service seniority, by the winter shift crew, so that scheduled crews can be maintained. Under these circumstances a part-time employee will be recalled by service seniority to the same crew, as required.

- (d) (1) Part-time employees, with the agreement of the Employer, may specify seasonal periods of unavailability. Such agreed to periods, and any alterations thereto, shall be in writing and include an effective date. Approvals shall not be unreasonably withheld.
- (2) Should a part-time employee wish to revert from having specific days and/or time of availability, the employee may do so by providing the Employer with ten (10) days' written notice.

### **30.6 Application of Agreement**

- (a) Except as otherwise noted in this article, the provisions of Articles 13, 17, 18, 19, 20, 21 and 25 do not apply to part-time employees. The provisions of other articles apply to part-time employees, except as otherwise indicated.
- (b) A part-time employee who is 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.
- (c) Part-time employees shall be entitled to the provisions of Article 20; however, such leave shall be without pay and without loss of seniority.
- (d) Maternity leave for part-time employees shall be in accordance with the *Employment Standards Act*.

### **30.7 Designated Paid Holidays**

- (a) A part-time employee shall be compensated for holidays provided they have:
  - (1) worked the day before and the day after the holiday; or,
  - (2) worked fifteen (15) of the previous thirty (30) days; or,
  - (3) worked at least one hundred five (105) hours at the straight-time rate in the previous thirty (30) days.
- (b) A part-time employee who is required to work on a paid holiday shall be compensated at the same rate as regular employees outlined in this agreement.

### **30.8 Annual Vacations**

- (a) Part-time employees will be entitled to receive vacation pay at the rate of five (5%) of their regular earnings. Part-time employees shall receive their earned vacation pay on each paycheque.
- (b) Part-time employees, after the completion of one thousand one hundred (1100) hours of straight-time service, who have not had the opportunity to earn a minimum of seventy-five (75) hours in CTO in the past calendar year, may be entitled to the balance of seventy-five (75) hours in vacation without pay. Such an employee will accrue seniority during any vacation leave. Such leave will be subject to operational requirements.

### **30.9 Health and Welfare**

In lieu of health and welfare benefits, part-time employees shall receive compensation of one dollar and ten cents (\$1.10) per hour, at straight-time, to be allocated to their Health Spending Account. The in lieu amounts will be deposited into a Health Spending Account (HSA) for each employee, pursuant to Appendix 6.

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.

Note: This will also apply to post age sixty-five (65) where applicable.

### **30.10 Bereavement Leave for Part-Time Employees**

Part-time employees with three thousand (3,000) hours' seniority or more will be entitled to one (1) paid day for bereavement leave in the case of a death of an "*immediate family*" member (as defined in Clause 20.1[b]) or in the case of a death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or stepparent. This provision would be in addition to any unpaid leave, pursuant to Clause 30.4(b)(3).

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Work Tools**

- (a) All tradesmen, helpers and apprentices shall furnish and replenish their inventory of personal hand tools according to the approved tool list.
- (b) With the exception of the above, employees will not be required to supply work tools.
- (c) On February 1<sup>st</sup> of each year, mechanics and mechanic apprentices will receive a three hundred fifty-seven dollars and seventy-two cents (\$357.72) tool allowance if they work the previous twelve (12) months. Welders will receive two hundred thirty-eight dollars and forty-eight cents (\$238.48). There will be additional increases to the above allowances at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018.
- (d) The Employer will replace the employee's hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof that there has been no negligence on the part of the employee. Replacements will be of equal quality.
- (e) 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, providing the employee supplies to the Employer a list and it is approved.

### **31.2 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 proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable 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.

### **31.3 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 employee.
- (2) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant 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.

### **31.4 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, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing shall be borne equally by the parties. Copies of the agreement will be printed by the Union for distribution to each employee and the Employer.

The Employer shall distribute the collective agreements to the members at no cost to the Union.

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

COLLECTIVE AGREEMENT  
between  
EMCON SERVICES INC.  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Service Area 18  
Effective from July 1, 2019 to June 30, 2027

- (c) All agreements shall be printed in a union shop and shall bear a recognized union label.
- (d) The Union will provide copies of the printed agreement to the Employer within ninety (90) days of the signing. The ninety (90) days may be waived in extenuating circumstances.
- (e) The agreement shall be in pocket size format, approximately 4" x 6".
- (f) The Union will provide a copy of the agreement on computer disk to the Employer.

### **31.5 Return to Headquarters**

- (a) Both parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days.
- (b) Where the Employer determines that it is not practical for employees to return to headquarters for rest days, then employees will be scheduled to return to headquarters every twenty (20) scheduled workdays, and will be given an additional day off with pay with their rest days.
- (c) Scheduled return trips to headquarters may be altered due to operational requirements and conditions providing the period is not extended by more than five (5) workdays.

### **31.6 Lockers**

Where working conditions or weather requires regular full-time employees to have additional clothing available at their regular point of assembly, then the Employer shall provide appropriate secure individual lockers within the assembly room building.

### **31.7 Parking**

The Employer shall provide and maintain adequate parking for the employee's personal vehicle at the point of assembly at no cost to the employee. Adequate electrical outlets shall also be supplied at no charge.

### **31.8 Work Group**

Each work group working from a common assembly point shall be considered completely independent for the following purposes:

Substitution	Allocation of Overtime	Training Courses
Rotation of Shifts	Preference in Vacation	Work Schedules

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



**31.9 Private Vehicle and Property Damage**

Where an employee's vehicle is damaged as a result of an agreement to change their normal assembly point, the Employer will reimburse the full cost of the deductible insurance coverage. Likewise if an employee's personal property is damaged pursuant to the above, the Employer agrees to cover reasonable costs.

**31.10 Radio-In Equipment**

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least one (1) piece of equipment in the group with a radio.

**ARTICLE 32 - APPRENTICES****32.1 Administration and implementation of Apprenticeship Programs**

- (a) The Employer and the Union recognize that apprenticeship programs are the normal procedures for obtaining journeyman qualification. Administration and implementation of apprenticeship programs will be administered by the Employer.
- (b) An apprentice shall be considered for a regular position upon attainment of their trade journeyman ticket.

**32.2 Apprentices Attending School as Required by the BC Ministry of Labour**

- (a) 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 Ministry of Human Resource Development and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Ministry of Human Resource Development wage allowance.
- (c) The Employer and Union agree that if the apprentice is required to travel to a training vocational school they shall be reimbursed with a per diem as per MOU #1.
- (d) Apprentices shall receive reimbursement over the life of the apprenticeship up to a maximum of two hundred thirty-eight dollars and forty-eight cents (\$238.48) to assist with the cost of approved educational textbooks. There will be an additional increase at the same percentage of the Labour Component of the Annual Price Adjustment July 8, 2018.

**32.3 Apprentices Attending Special Training as Required by Employer**

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive the appropriate allowance described under Clauses 27.13 and 27.14 of this agreement.

**32.4 Apprentices Moving Expense**

The Employer agrees to pay for authorized moving expenses incurred by apprentices moving 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.

### 32.5 Layoff

An apprentice employee will be laid off prior to any regular full-time employee in the classification series.

### 32.6 Apprentice Board and Lodging Allowance

When entitled, the per diem living allowance will be thirty-three dollars and ninety-eight cents (\$33.98) per day for each calendar day within the month. This will be paid via payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the period employed on the job and will include days of rest, statutory and declared holidays. There will be an increase at the same percentage of the Labour Component of the Annual Price Adjustment on July 8, 2018 to this allowance.

## ARTICLE 33 - PENSION PLAN

### 33.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the BC *Pension Benefits Standards Act* (PBSA) and the provisions of the *Income Tax Act*.
- (b) The Employer agrees to remain a contributing employer to the pension fund of the BC Target Benefit Pension Plan.
- (c) All eligible employees covered by this agreement shall participate in the BC Target Benefit Pension Plan.
- (d) Upon application, auxiliary employees who qualify pursuant to Clause 33.2(a) and "eligible" employees who qualify pursuant to Clause 33.2 shall participate in the BC Target Benefit Pension Plan.
- (e) Employees who are laid off after qualifying to participate in the Plan and who are recalled to work shall receive all the benefits of the Pension Plan effective the date of recall.

### 33.2 Definition of Eligible Employee

- (a) "*Eligible employees*" for the purposes of the BC Target Benefit Pension Plan include all regular employees, as well as those employees as provided for in the *Pension Benefits Standards Act* of BC who are eligible, on application, "*after completing two (2) years of employment with earnings of not less than thirty-five (35%) of the Year's Maximum Pensionable Earnings (YMPE) as annually determined by Revenue Canada in each of two (2) consecutive calendar years*". Eligible part-time employees will receive contributions effective date of ratification.
- (b) Within seven (7) calendar days of hiring, auxiliary employees shall be advised of the Pension Plan and be provided with a mutually agreed to form in which to register for the Plan which would take effect once they have reached the YMPE threshold.
- (c) The Employer shall review all auxiliary employee time records twice annually, once on June 1<sup>st</sup> and once on December 1<sup>st</sup>. Auxiliary employees who have reached the YMPE threshold and have qualified will be advised by the Employer that they have reached the YMPE threshold on or before the first pay period in July and the first pay period in January respectively. This clause does not preclude an auxiliary employee from enquiring if they have reached the YMPE threshold at any time.

### 33.3 Contribution Rates

The Employer's contribution rate to the pension fund shall be eight percent (8%) of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings six percent (6%) and remit that amount together with the Employer's required contribution on behalf of each employee to the pension fund.

Effective July 1, 2019, the Employer contributions 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 (Schedule 2) that come into effect after the four percent (4%) in COLA increase savings are realized.

### 33.4 Definition of Gross Earnings

"Gross earnings", for purposes of this article, unless otherwise specified by the collective agreement, is defined as the sum of wages, disability income pursuant to the provisions of Article 25, WorkSafeBC benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other premiums and allowances shall also be included in the determination of gross earnings.

### 33.5 Remittance of Contributions

- (a) All employer and employee required contributions shall be paid no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act*.
- (b) The Pension Remittance Report submitted by the Employer shall be sent electronically.
- (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 to that employee shall be received by the pension fund no later than the end of the month in which the employee retires.

### 33.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Clause 33.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 33.3 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. The payment for such delinquency charge will be made in a manner prescribed by the BCGEU or its designate, and is payable as liquidated damages and not as a penalty.

### 33.7 Pension Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of STIIP income, or where an employee is in receipt of WorkSafeBC benefits pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted by the Employer both employer and employee pension contributions as set out in Clause 33.3. Where an employee is no longer on the payroll but in receipt of WorkSafeBC or LTD benefits, the Employer shall remit the Employer's portion only as set out in Clause 33.3. Such amount shall be based on the employee's pre-disability classification and gross monthly earning including any wage increases for that classification.

**33.8 Discontinuance of Contributions**

In the event that employer required contributions on behalf of eligible employees are discontinued for any reason, the Employer shall notify the local union area office immediately in writing.

**33.9 Optional Employee Contribution**

(a) An employee may choose to increase their biweekly pension contribution by up to four percent (4%), which shall not be matched by the Employer. Such request shall be made in writing and shall include proof from the Canada Revenue Agency that the employee's voluntary contribution shall not exceed the maximum permitted in any single taxation year.

**ARTICLE 34 - TERM OF AGREEMENT****34.1 Duration**

This agreement shall be binding and remain in effect to midnight June 30, 2027. Term will be eight (8) years, effective immediately following the expiry of the existing agreement.

**34.2 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 February 28, 2027, but in any event not later than midnight, June 30, 2027.

(b) Where no notice is given by either party prior to April 1, 2027 both parties shall be deemed to have given notice under this clause on April 1, 2027, and thereupon Clause 34.3 applies.

**34.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 34.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining or delay collective bargaining to no later than June 30, 2027.

**34.4 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.

**34.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**34.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this agreement.

**34.7 Joint Orientation**

Within ninety (90) days of ratification of this agreement, a joint orientation session involving all shop stewards, bargaining committee members and supervisory personnel shall be held without loss of pay to review the terms and conditions of this agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

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

\_\_\_\_\_  
Ken McCauley  
Bargaining Committee

\_\_\_\_\_  
John Andrushko  
Division Manager

\_\_\_\_\_  
John N. Sutton  
Bargaining Committee

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

\_\_\_\_\_  
Dave Thompson  
Bargaining Committee Chairperson

\_\_\_\_\_  
Tammy Smyth  
Human Resources Manager

\_\_\_\_\_  
Nathan Sharp  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX 1  
Wage Rates**

		COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*
<b>Classification Series</b>	<b>Current</b>	<b>July 1/18</b>	<b>**July 1/19</b>	<b>July 1/20</b>	<b>July 1/21</b>	<b>July 1/22</b>	<b>July 1/23</b>	<b>July 1/24</b>	<b>July 1/25</b>	<b>July 1/26</b>	<b>July 1/27</b>
<b>ROAD SERIES</b>											
Labourer	26.68	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Flagperson/Traffic Controlperson	26.68	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 2	32.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 3	33.03	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 1	31.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Signperson	29.64	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 1	28.12	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 2	29.64	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 3	30.44	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
<b>BRIDGE SERIES</b>											
Bridge Labourer	26.68	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Worker TJ	32.20	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Worker TL	33.06	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Worker TS	34.03	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Worker TSS	34.97	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
<b>MECHANIC SERIES</b>											
Mechanic TSS	35.41	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder HV/E TSS	35.41	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic TJ (LT)	32.72	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic TJ (HV)	32.72	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Autobody TJ	32.42	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TL	35.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic TL	33.62	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TJ	32.72	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
<b>WAREHOUSE SERIES</b>											
Industrial Warehouse TSIW	30.89	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Stockworker	29.97	COLA	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 (Schedule 2), or zero percent (0%), whichever is higher.

\*The first four percent (4%) of the (COLA) from the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule XXXX) will be a zero percent (0%) wage increase.

\*"COLA" increases are also impacted by provisions in the pension plan, pursuant to Article 33.

\*\*Should the 2019 COLA be included by the Ministry of Transportation, the increase shall be passed on. Should there be no 2019 COLA, it will reflect a zero percent (0%) increase.

\*\*The 2018 wage increases are the greater of the Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%). Therefore, the rates noted above will be adjusted should the COLA be greater than zero percent (0%).

It is understood that the Labour Component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance Agreement and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007. Letter to remain in effect only for the duration of this collective agreement.

### Rates of Pay for Part-Time Employees

Upon ratification, part-time employees will move to the new adjusted rate pursuant to the graduated wage rate scale below.

Number of Hours	Percent of Regular Rate
0 to 500	80%
501 to 1,000	85%
1001 to 1,500	90%
1,501 to 2,000	95%
2,001 and over	100%

### Rates of Pay for Apprentices

Apprenticeship Program Length	Percentage of Certified Journeyman Rate ** Becomes 60% if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured				
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
2-Year Program	65% **	90%			
3-Year Program	65% **	75%	90%		
4-Year Program	65% **	70%	80%	90%	
5-Year Program	65% **	70%	75%	85%	90%

## APPENDIX 2

### Short and Long-Term Disability

#### Part I - Short-Term Illness and Injury Plan (STIIP)

##### 1.1 Eligibility

- (a) Regular full-time employees shall be covered by the Short-Term Illness and Injury Plan upon completion of their probationary period.
- (b) Regular full-time employees with less than three (3) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five percent (75%) pay in any one (1) calendar year.
- (c) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.
- (d) Benefits commence on the first day of an absence due to a non-occupational accident or hospitalization or the second day of an absence due to a non-occupational illness and are payable for a maximum of thirty (30) weeks. Such benefits will be equal to seventy-five percent (75%) of basic weekly salary at the time of disability.
- (e) Notwithstanding the above, where an employee is absent from work due to a non-occupational illness, that employee will receive from the Employer seventy-five percent (75%) of their basic pay for

the second day of such an absence where that day is not compensated for by the provisions of the weekly indemnity plan, or from any other source. Employees may use their vacation, sick bank, CTO or ETO hours to cover the first day of such an absence, however, the Employer may require a medical certificate from a qualified medical practitioner prior to making any payment.

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

- (a) In the event an employee is unable to work because of illness or injury they shall be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence ("*short-term plan period*").
- (b) The seventy-five percent (75%) benefit may be supplemented in one-quarter ( $\frac{1}{4}$ ) day increments by the use of the following in descending order:
  - (1) earned sick leave credit as noted below;
  - (2) compensatory time off (CTO);
  - (3) vacation entitlement.
- (c) Employees may bank, at year end, one-quarter ( $\frac{1}{4}$ ) of a day for each of the first six (6) days' sick leave not taken during the calendar year. This banked sick leave can be used to supplement any future sick leave under this plan. The total remaining accumulation will be paid out at retirement.

### **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, except as provided in (d) below, where the short-term plan period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where a medical practitioner has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short-term plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the short-term plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

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

The Employer may require an employee at the Employer's expense 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) where necessary, from a medical practitioner licensed to practise in the province of Alberta, or
- (c) 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 through 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's 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, ICBC weekly indemnity payments, except EI sickness benefits and WorkSafeBC benefits.
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

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 government 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, or general leave of absence not exceeding thirty (30) days;
- (2) maternity leave, or parental leave;
- (3) 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 from 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 a 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 Entitlement**

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

### **1.9 Employment Insurance Commission (EI) Premium**

The parties agree that the complete premium reduction from the EIC accruing through the improved illness and injury plan will be returned to the Employer. Five-twelfths (5/12) of the premium reduction referred to above will be used to fund the improved benefit package contained in this agreement.

### **1.10 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular full-time employees who have completed three (3) months of service and who are receiving STIIP benefits 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 the layoff or separation.

## Part 2 - Long-Term Disability (LTD) Plan

### 2.1 Eligibility

- (a) A regular full-time employee shall be covered by the LTD Plan upon completion of six (6) months' active employment.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment for a regular full-time employee.

### 2.2 Long-Term Disability Benefit

- (a) 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 receive a monthly benefit equal to the sum of:
  - (1) sixty-eight and three tenths percent (68.3%) of the first two thousand two hundred dollars (\$2,200) of monthly earnings; and,
  - (2) fifty percent (50%) of the monthly earnings above two thousand two hundred dollars (\$2,200).

For the purposes of the above "*earnings*" shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The "*basic monthly earnings*" as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. 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.

- (b) The LTD benefit payment will be made so 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.
- (c) An employee in receipt of LTD benefits will be considered an employee for purposes of pension plan 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 this collective agreement, but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above will be waived by the Employer.
- (e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial LTD benefit payments will have contributions required for the benefit plans in (c) above waived by the Employer.

### 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 occupation for the first two (2) years of disability. Thereafter, employees 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 LTD 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 LTD 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 twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this plan exceeds eighty-five percent (85%) 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 eighty-five percent (85%) 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 Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

### 2.4 Exclusions from Coverage

The LTD Plan does not cover total disability 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 and employee at time of hiring and specifically addressed in their letter of appointment.

## 2.5 Pre-Existing Conditions

An employee shall not be entitled to LTD 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 any government or private auto insurance plan; 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 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 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 the 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 an employee has returned to work is less than six (6) months and the employee again suffers a total disability 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 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 Plan Coverage**

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

- (a) on the date that is seven (7) months prior to their sixty-fifth (65<sup>th</sup>) birthday;
- (b) on the date of commencement of paid absence prior to retirement; or
- (c) on the date of termination of employment with the Employer.

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

## **2.9 Benefits Upon Plan Termination**

In the event this LTD Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this plan to disabled employees who become disabled while covered by this plan prior to its termination.

## **2.10 Contributions**

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

## **2.11 Claims**

LTD 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 claims paying agent, 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.

## **2.12 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.

## **2.13 Canadian Currency**

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

## **2.14 Administration**

The Employer will be the administrator of the plan. All questions arising as to the interpretation of this plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of this agreement.

## **2.15 Benefit Level**

On the anniversary date of becoming eligible for LTD an employee's benefit will be adjusted by a cost of living allowance or three percent (3%), whichever is the lesser of the two (2).

### **APPENDIX 3 Summer Student Employment**

Both parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of the employer employees shall be given first option on student employment. Students shall join the

Union. *(Note: Students of employees from the seniority block where the work is available have preference over students of employees from other seniority blocks).*

1. Students are restricted to the following:
  - (a) Rest area maintenance/clean-up.
  - (b) Roadside clean-up.
  - (c) Hand painting of curbs, sign posts, handrail, and wheel guards on bridges.
  - (d) Flagging (short duration or emergency).
  - (e) Brushing for site distance (hand or line trimmer).
  - (f) Equipment and vehicle washing.
  - (g) Shop, stock, yard clean-up.
  - (h) Miscellaneous office duties.
  - (i) Mark and hand clean culvert ends.
  - (j) In (a), (b), (e), (g), and (i) above the students will work under the direction of a bargaining unit position as required.
  - (k) Students employed shall be restricted to the period from May 15<sup>th</sup> to September 15<sup>th</sup> each year.
  - (l) Students shall receive four percent (4%) in lieu of vacation, to be included in each paycheque.
  - (m) The following articles shall not apply to students: 11, 12, 13, 14, 15, 18, 19, 20, 21, 24, 25, 30, 32, 33 and MOU#s 1 and 2.
2. The above conditions may be modified from time to time by mutual agreement between the parties at the Joint Labour/Management Committee level.
3. Only students that are registered to attend school for the purpose of continuing their education after the end of the summer on a full-time basis will be considered for the student program.
  - (a) Employment will only be offered to full-time students, those students taking less than a full curriculum of courses will not be considered for this program.
  - (b) Depending on the number of student applicants, the Employer at their sole discretion, may decide to share the work equally (e.g. five (5) students for one (1) month then five (5) new students for the next month).
  - (c) Notwithstanding (b) above, post-secondary students will be offered employment for the full duration of the company's proposed work program.
  - (d) If requested by the Employer, students may be required to show proof of registration from their previous and/or proposed education institution.
  - (e) Where the number of student applicants exceeds the positions available, the following system will be used:



- students who are sons or daughters of employees will be awarded thirty (30) points;
  - students who have graduated grade 10 will be awarded ten (10) points;
  - students who have graduated grade 11 will be awarded eleven (11) points;
  - students who are registered to attend first year post-secondary education will receive fifteen (15) points;
  - students who currently attend post-secondary education will receive sixteen (16) points;
  - those students with the highest point rating will be offered employment. In the case of a tie, the decision will be made by birthdates, those born earlier in any month will be considered to have more points (e.g. students born November 2<sup>nd</sup> having the same points as a student born September 15<sup>th</sup>, the student born in November has greater points and year of birth is immaterial).
4. The hourly rate for students when employed to perform the above-listed duties shall be eleven dollars (\$11).
5. Effective July 1, 2019 a post-secondary student rate of fifteen dollars (\$15) per hour is added.

#### **APPENDIX 4 Excluded Personnel**

The following positions do not form part of the bargaining unit but rather are considered to be part of the excluded management group:

General Manager	Mechanical superintendents	Office staff
Division Manager	Road superintendents	Quality manager (inc. trainee(s))
Operations Manager	Technical manager	Bridge superintendent
		Program manager

#### **APPENDIX 5 Modified Successorship Agreement**

WHEREAS the Employer has a highway maintenance contract with the Province of BC to provide road and bridge maintenance services in Service Area 18, 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 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 termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of BC 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, including the ancillary documents appended thereto, 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 BC.
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 the 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 highway maintenance contract, unless otherwise agreed by the parties.
9. 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 BC 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 BC. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance/s shall establish the monetary value of 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 BC.

The Province of BC 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 BC in writing of the proper amount to be held back. The monies withheld by the Province of BC 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. 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.

10. 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.

11. 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.

12. This modified successorship between the Employer and the B.C. Government and Service Employees' Union ends on July 1, 2027.

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 an employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

## APPENDIX 6

### Auxiliary and Post 65 Health Spending Account (HSA) in a "Flex Plan"

The provisions of this appendix are in conjunction with Clause 30.9 (health and welfare "*in lieu*" amounts for auxiliary employees), Article 33 (Pension Plan).

The Employer will establish a "*flex plan*" that will allow for auxiliary employees and regular employees age sixty-five (65) and older to deposit "*in lieu*" dollars into either a retirement vehicle (an RRSP or the BC Target Benefit Pension Plan) of their choosing and/or into their Health Spending Account (HSA).

The Employer, will provide, by November 15<sup>th</sup> of each year, eligible employees with the option of selecting to deposit their "*in lieu*" amounts for the coming year in either a retirement savings vehicle (RRSP or the BC Target Benefit Pension Plan) or the HSA or combination thereof. Such selection shall be in percentages chosen from Schedule "A" attached. Employees rehired or hired after November 15<sup>th</sup> will be provided with such options within two (2) weeks of commencing work.

The HSAs will be provided with the following provisions:

(1) The intent of this Health Spending Account is to deposit these "*in lieu*" dollars into a Health Spending Account to allow auxiliary and post sixty-five (65) employees to claim their eligible healthcare and dental care expenses.

(2) A Flex Plan and a HSA are administered in accordance with Canada Revenue Agency ("CRA") guidelines.

(3) *Plan Limitations:*

The Employer will deposit the Health and Welfare "*in lieu*" allowance from the previous month, in accordance with the provisions of Clause 30.9 of the collective agreement, into the employee's individual Health Spending Account each pay period (also referred to as HSA credits).

(4) The Flex Plan credit earned in the pay period will show on the employee's biweekly pay statement. The Union and the Employer recommend that employees agree to email confirmation of cheque stubs to facilitate a timely transfer of information biweekly. Employees will be able to obtain the balance in their HSA account at any time by contacting CORE Benefits at [admin@coregroupbenefits.org](mailto:admin@coregroupbenefits.org).

(5) 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.

(6) All administration costs will be borne by the Employer.

(7) 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.

(8) Any expenses not submitted in the calendar year they are incurred, must be submitted within the first sixty (60) days of the following year.

(9) 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 only.

(10) Working employees, employees on layoff and terminated employees will be treated equally with reference to Articles 8 and 9.

(11) Auxiliary employees who become regular employees and thus entitled to Article 30 benefits, will have their HSA credits remain active for the balance of the calendar year and, for those credits eligible for such, for an additional year.

(12) Medical Services Plan premiums are not an eligible expense as per CRA requirements.

(13) Eligible expenses are pursuant to CRA guidelines and include the following:

a) 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*.

b) 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.

c) *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.

d) *Vision*

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

e) *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.

f) *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.

g) 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, Chiropractor, Chiropractor, Dental Hygienist, Dental Technician or technologist, Dentist, Denturist, Dental Mechanic, Dent urologist, 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.

h) *Definitions:*

*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 as per CRA Regulations.

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.

*Flex Plan* is a plan that is inclusive of a RRSP or Pension and a HSA is compliant to CRA regulations.

*HSA* means: Health Spending Account.

*CRA* means Canada Revenue Agency.

Flex Plan and HSA credits – one (1) Flex Plan or HSA credit equal one dollar (\$1).

(14) The RRSP option will be provided with the following provisions:

a) The employee will provide the Employer with the requisite information from their financial institution on the RRSP they want the money deposited into at time of making their selection (prior to November 15<sup>th</sup> of each year for the following year). Employees selecting the BC Target Benefit Pension Plan must already be enrolled in that plan. If the employee selects the BC Target Benefit Pension Plan, no further information will be required as the Employer has the required information already. The Employer is not responsible for the RRSP or ensuring that the employee has the required room in their RRSP limits for such deposits. If there are delays in deposits due to the employee failing to provide the required RRSP information, the Employer will assign the credits to the employees HSA component of the Flex Plan.

b) The Employer will make the required deposits (by way of cheque) into the employees RRSP or BC Target Benefit Pension Plan pursuant to their selection of such. If the BC Target Benefit Pension Plan is selected, the deposits will be made monthly at the same time as regular contributions to the BC Target Benefit Pension Plan are made. If deposits are made to an employee's RRSP, it will occur annually within the first sixty (60) days of the following fiscal year such that the employee is eligible to claim the RRSP as a valid deduction in the applicable tax year (typically before the end of February). However, employees who have one thousand dollars (\$1,000) or more accrued for the RRSP deposit by the end of August each year, will have those funds available to be deposited into their RRSP during the month of September. In the future, if it is determined that such deposits can be made directly from the Employer to the employee's RRSP, then the Employer will make deposits biweekly in conjunction with the employee's regular pay cheque.

c) Deposits into RRSPs will be made without any income tax deductions, though deposits may be subject to deductions for CPP and EI administration costs associated with depositing the money into the RRSPs will be borne by the Employer.

### **MEMORANDUM OF UNDERSTANDING #1 Board and Lodging and Relocation Expenses**

*Definitions:* For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignment are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*field status employees*" are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plan or other similar fixed location which is their normal point of assembly;

"*seasonal field employees*" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"*permanent camp*" is a camp which will be established and occupied continuously for more than one (1) year;

"*seasonal camp*" is a camp that will be established and occupied for less than five (5) months and is usually comprised of tents and, where feasible, trailers;

"*local hire*" is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"*headquarters or geographic location*" is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties;

"*dependants*" for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on federal income tax returns;

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*house*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes;

"*reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, etc), the following formula shall be used to determine the value of the private dwelling house for a legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

## **Part 1 - Board and Lodging Regulations**

### **1.1 Board and Lodging Allowances**

(a) *Local Hire*: No board and lodging will be supplied or living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at their Headquarters*: 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 or to "*stationary*" or "*seasonal field*" employees while at their permanent headquarters.

(c) *Travel Status*: The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "*stationary*" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one (1) location on a continuous basis;

- (2) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one (1) location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one (1) location on a continuous basis, or who are moving from one (1) assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (3) Notwithstanding any provisions contained in Sections 1.1(c)(1) or (2), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.
- (d) *Board and Lodging*: The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either employer operated camps or by means of local community service:
- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "seasonal field" employees assigned to a temporary headquarters.
- (e) *Per Diem Living Allowance*: The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.
- (1) Where employees would otherwise be entitled to travel status under Section 1.1(c) or board and lodging supplied under Section 1.1(d), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.
- (2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.
- (3) Where employees are entitled, the per diem living allowance will be twenty-eight dollars and fifty cents (\$28.50) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WorkSafeBC leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:
- (i) non-approved absences from the job including abutting weekends;
- (ii) unpaid WorkSafeBC leave and unpaid absence due to illness or injury in excess of five (5) days, except where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or twenty (20) days, whichever is the lesser;
- (iii) while on educational leave with or without pay;



- (iv) termination pay for vacation and pre-retirement leave upon retirement;
  - (v) while employees are away from the job under Clause 31.6;
  - (vi) while employees are moving from one (1) job site to another or from one (1) headquarters to another and on travel status.
- (4) Where employees have elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.
- (5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:
- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
  - (ii) where employees are on annual holiday, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first workdays off the job, and will end the day before the employee's return to work;
  - (iii) where employees are on leave with for union business.
  - (iv) Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.
- (6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.
- (7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in the rent that may be experienced during the extended period.

## 1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "*seasonal field*", and "*stationary*" employees to move from one (1) assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for

the moving of an employee's single-wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one (1) vehicle, and/or household effects.

### 1.3 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 be not 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 costs in excess of the single accommodation rate.

## Part 2 - Relocation Expenses

### 2.1 Policy

(a) Relocation expenses will apply:

(1) to employees who have to move from one (1) headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one (1) headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the board and lodging regulations will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, and other employees whose normal duties require moves from one (1) temporary headquarters to another or from one (1) assignment to another;

(2) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

### 2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation:* The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this agreement.

Any time beyond the specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expense Moving to New Location:* The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus

accommodation and meals up to seven (7) days at the new location when employees are unable to move in to the new accommodation. Such expense allowances will be in accordance with this agreement.

*Meals:* adults-full rate; children twelve (12) and under — one-half (½) rate.

*Motel or Hotel:* on production of receipts.

*Private lodging:* at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with this agreement.

### **2.3 Living Expenses Upon Relocation at New Location**

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of twelve dollars (\$12) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of fifteen dollars and fifty cents (\$15.50) per day up to a maximum of sixty (60) days;

(c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

### **2.4 Moving of Household Effects and Chattels**

On relocation, the Employer shall arrange and pay for the following:

(a) moving of household effects and chattel up to eight thousand one hundred and sixty-five (8,165) kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000);

(c) where necessary, insured storage up to two (2) months, upon production of receipts;

(d) the packing and unpacking of the employee's household effects and chattels;

(e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one (1) of the following allowances:

(1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred forty (240) kilometres;

(2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred forty (240) kilometres;

(3) one hundred twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).

(f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

## **2.5 Moving of Mobile Homes**

(a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:

(1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or

(2) where an employee is living in a mobile home which has moved to its present location by the Employer or the government of BC, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

(b) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:

(1) moving of single-wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excessive of the above are involved, the Employer will pay:

- the equivalent cost of moving a single-wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
- the real estate and legal fees involved in selling the extra-wide trailer up to a maximum of three thousand five hundred dollars (\$3,500);

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);

(3) the setting up and levelling of a mobile home or double-wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursements for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.

(d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

## **2.6 Moving of Personal Vehicles Upon Relocation**

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

## **2.7 Incidental Expenses on Relocation**

The Employer shall pay to the employee upon relocation only one (1) of the following amounts to cover incidental expenses on relocation, and once the employee has claimed one (1) allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - four hundred twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location - one hundred seventy-five dollars (\$175);
- (c) when an employee is moving with a mobile home — one hundred twenty-five dollars (\$125);
- (d) when the employee is moving to room and board — seventy-five dollars (\$75).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

## **2.8 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) months' notice shall be given. Where less than one (1) months' notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.9 Requested Relocation by Employee**

Where an employee requests a relocation from one (1) headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

## **2.10 Real Estate and Legal Fees**

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim seven hundred fifty dollars (\$750).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
  - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;

- one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
- the total cost to the Employer under Part (c) shall not exceed eight hundred dollars (\$800).

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins constructions within six (6) months of relocation (i.e. foundation poured), they shall be entitled to reimbursement of the legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one (1) transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**MEMORANDUM OF UNDERSTANDING #2  
Seniority Blocks**

For the purpose of routine, preventative and annual plan road maintenance, except for emergency situations and for covering on lieu days in adjacent seniority blocks or to complete a shift, the seniority block boundaries shall define the work jurisdiction for each work group. The boundaries of the seniority blocks have been negotiated as being the Ministry of Transportation foreman boundaries which are in existence.

Regular employees from one (1) seniority block can work in another seniority block. Regular employees working in a seniority block other than their own will start and finish work in their own seniority block. Preferred assignments will go to the seniority block incumbents provided they are qualified. Mobile crews will continue to work throughout the service area (i.e., bridge workers, mechanics, signmen, screening operation, equipment and material mobilization and garbage trucks).

The seniority blocks shall be the following:

- (1) McLeese Lake;
- (2) Hixon;
- (3) Wells;
- (4) Quesnel;
- (5) Nazko.

**MEMORANDUM OF UNDERSTANDING #3  
Regular Complement Positions**

QUESNEL YARD	QUESNEL MECHANICAL	BRIDGE CREW	
RF2 = 02 MO3 = 05 MO2 = 05 SGN = 01	TLM = 01 TJM = 06 TJW = 01	TLB = 01 TJB = 01	
HIXON	MCCLEESE LAKE	NAZKO	WELLS
RF2 = 01 MO3 = 01 MO2 = 01	RF2 = 01 MO3 = 01 MO2 = 01	RF2 = 01 MO3 = 02 MO2 = 01	RF2 = 01 MO2 = 01

**MEMORANDUM OF UNDERSTANDING #4**  
**Seasonal Plan Works**

In establishing seasonal plan works crew, it is agreed that qualified volunteers will be selected with seniority as a determining factor (only if there were insufficient volunteers would junior or part-time employees be assigned). The appropriate work schedule will be determined pursuant to Article 14. Such change would not be counted as a change pursuant to Clause 14.9.

*Seniority Block jurisdiction:* When the operation is being conducted outside of the Quesnel boundaries, regular full-time and part-time employees from the appropriate seniority block and classification will be canvassed similar to winter shift sign up, in order of seniority, to determine whether there are operators interested in changing onto the applicable shift.

The Employer agrees to circulate a tentative timetable for the operators in other seniority blocks as soon as possible and to keep the timetable updated from time to time. The foreman responsible will solicit for interested operators based on the tentative timetable. The actual implementation of the work schedule will provide at least forty-eight (48) hours' notice to the operator(s) who have applied to work the schedule.

Where operations are being conducted in the other seniority blocks and one (1) or more Quesnel operators are required, the senior employee shall have the first option to either stay on the shift or revert to the regular work schedule, depending on their preference. In all instances, the employees will be provided a minimum of forty-eight (48) hours' notice.

"*Seasonal plan work*" is defined as: ditching, gravelling, crack sealing salt haul, seal coating, screening and any other work mutually agreed to at the Joint Labour/Management Committee. With the exception of ditching screening and salt hauling, the Employer will endeavour not to assign seasonal plan work in the month of August.

Any operational concerns, to ensure the continuity of routine maintenance, will be discussed and resolved at the Joint Labour/Management Committee level.

**MEMORANDUM OF UNDERSTANDING #5**  
**Outside Work Initiative**

The parties agree there are benefits to securing outside work to assist in sustaining employment to mitigate the diminishing work within the Maintenance Contract. Through such initiative, the objectives are to improve the economic stability of the Employer and employees and develop a deeper customer base.

Outside work requests require the ability to respond on short notice and to mesh with the needs and schedules of the outside party.

The Employer may assign, by mutual agreement, regular employees as requested by the customer with flexible start/finish times to accommodate the needs of the outside party.

Overtime rates will be applicable where the work involved exceeds the biweekly scheduled shift.

**MEMORANDUM OF UNDERSTANDING #6**  
**Outside Work - Part-Time Employees**

In order to attract outside work the parties agree that all work can be bid at eighty-five percent (85%) of the labour rates in Appendix 1. This work will be made available first to the regulars on layoff then to senior part-time employees. If these employees do not want the work they may refuse and the refusal will not be counted for any purpose in this collective agreement. Part-time employees earning less than one hundred percent (100%) of the Appendix 1 rates may be assigned any work and if not available to work will be regarded as having refused the work. Hours worked on outside work do not accrue to the part-time pay grid for the purpose of pay escalation.

**MEMORANDUM OF UNDERSTANDING #7**  
**Training Proficiency for New Employees**

- (a) The Employer and Union agree that all temporary employees upon initial hiring (except trades) will be trained in the operation of highways maintenance equipment that employees will be required to operate.
- (b) No new employees will be required to work on any of the following equipment, except when achieving "*seat time*", until they have been trained and approved by the Employer.
- (1) Truck and plow operation (combined).
  - (2) Loader operation.
  - (3) Installation of chains on single and tandem axle vehicles.
  - (4) Single axle vehicle operation.
  - (5) Tandem axle vehicle operation.

The Employer will determine standards of competency and designate trainers to recommend when new employees meet the standards of competency to work on any of the above equipment. The Employer is responsible for approving the recommendation of the trainers.

**MEMORANDUM OF UNDERSTANDING #8**  
**Sylvia's Assembly Point**

The Employer may establish a winter assembly point at Sylvia's for use during the winter shift (November 1<sup>st</sup> to March 31<sup>st</sup>) only. The Employer will provide a trailer with heat and fax machine (or computer with scanning capabilities) at the site. There shall be a maximum of three (3) employees permitted to work out of this assembly point. However, the parties may mutually agree to more employees at any labour/management meeting.

Seniority will be accrued in the employee's seniority block. The provisions of Clause 30.5 will apply to part-time employees and, as such, layoff and recall will be in seniority order from the respective seniority blocks.

Opportunities will be posted on an Expression of Interest posting that will be open to both part-time and regular employees. Preference will be given to qualified employees who live close to the assembly point. No employee will be obligated to work out of the assembly point.

Work may occur across both the Quesnel and Nazko seniority blocks.



**MEMORANDUM OF UNDERSTANDING #9**

## COLLECTIVE BARGAINING PROTOCOL AGREEMENT

between

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

("BCGEU")

and

B.C. ROAD BUILDERS AND HEAVY CONSTRUCTION ASSOCIATION

("BCRB")

The Maintenance Sector of the BCRB and the BCGEU share a mutual interest for the Labour Successorship to be included in the next round of Highway Maintenance Contracts in the Province of British Columbia. The existing Highway Maintenance Contracts expire in 2018, 2019 and 2021. The first set of Request for Proposals (RFPs) for new Highway Maintenance Contracts are expected to be released by the Province of BC in August/September 2017.

Both the BCRB and the BCGEU have held discussions with officials from the Ministry of Transportation and Infrastructure (MoTI) on including successorship in the next round of RFPs. From those discussions, the parties have agreed to the following process:

1. The parties will attempt to negotiate a draft of a Provincial Framework Agreement (PMOA). The draft PMOA will be presented jointly to MoTI officials including Mr. Kevin Richter, MoTI Assistant Deputy Minister (ADM), as a draft proposal that would include successorship in the future. Following this presentation to MoTI, the parties will attempt to negotiate a final PMOA that will include any direction provided by MoTI. The final PMOA will then be signed off by representatives of the BCRB and the BCGEU.
2. The final signed off PMOA will then be provided to the MoTI and will include that its implementation is subject to successorship being included in the next round of RFPs in the sector. It is expected that MoTI will, in due course, provide written confirmation that successorship will be included in the next round of RFPs in the sector with the provisions of the PMOA included in the respective collective agreements.
3. With written confirmation of successorship being included in the next round of RFPs, the BCGEU and the individual highway maintenance sector employers will negotiate and ratify collective agreements in each service area. Each collective agreement must be ratified by the BCGEU membership it applies to a minimum of sixty (60) days prior to the expected release date of the RFP for that respective area and will not have force or effect until the expiry of the existing collective agreement. Successorship will only be included in the RFPs that have a ratified collective agreement that includes, as a minimum, changes that incorporate the PMOA, unchanged and with full effect.
4. The PMOA will include a provision that all matters in the PMOA will be included in each collective agreement with the BCGEU in the highway maintenance sector (except for Service Area 11).
5. The draft PMOA and any signed off final PMOA will have no force or effect and will not be referred to in any other matter if the MoTI does not grant successorship and/or the MoTI does not agree with the ratification process provided for in this document. In addition, all discussions and proposals made in negotiating the draft PMOA and the final PMOA are made without prejudice or precedent until the PMOA has been finalized and successorship has been granted.
6. The BCGEU Provincial Bargaining Committee, for the PMOA, will have the full authority to sign the PMOA on behalf of all BCGEU collective agreements in the highway maintenance sector, except for

Service Area 11. As noted above, the PMOA shall be a part of, and incorporated in, each individually negotiated renewed collective agreement.

7. The BCRB is represented by a Provincial Bargaining Committee they have selected. That bargaining committee of highway maintenance contractors will also have the full authority to sign the PMOA on behalf of the all the highway maintenance contracts in BC with collective agreements with the BCGEU.

**SIGNED this day 24 of October, 2016 in Vancouver, BC**

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

*"Original protocol agreements signed by the parties on October 24, 2016"*

---

Frank N. Anderson, Regional Coordinator

**FOR THE B.C. ROAD BUILDERS AND HEAVY CONSTRUCTION ASSOCIATION**

*"Original protocol agreements signed by the parties on October 24, 2016"*

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Kevin L. Higgins, Chair, Maintenance Sector Renewal Committee

**MEMORANDUM OF UNDERSTANDING #10  
Special Employment Equity Program (SEEP)**

The BC Road Builders (BCRB) and the B.C. Government and Service Employees' Union (BCGEU) have agreed to jointly develop a Special Employment Equity Program (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 (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. 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 offer 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 UNDERSTANDING #11 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 traveling 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 a 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/concerns and ensure that issues are understood by both sides in order to make the Tripartite Committee effective and efficient.

### **MEMORANDUM OF UNDERSTANDING #12 Contract Re-Opener**

The parties agree the collective agreement will be re-opened on July 1, 2023 (the anniversary of the fourth 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

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 July 1, 2023 to reach agreement. If an agreement is not reached within sixty (60) days of the re-opener 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;
- Mark Brown;
- Vince Ready;

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 UNDERSTANDING #13 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 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 isn't 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 not 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 AGREEMENT #1**  
**Regarding Clause 31.1(c) – Work Tools**

The parties agree that there should be flexibility in how the tool allowance, as outlined in Clause 31.1(c) is paid to employees.

- (1) The tool allowance will be paid out to the applicable employees on February 1, 2020 on their regular paycheque (as in previous years) and will be taxable.
- (2) For the 2020 calendar year and for subsequent calendar years, employees may submit their receipts for applicable tools on one (1) expense claim up to the maximum allowance payable. The expense claim must be submitted to the Quesnel office by the second Friday in January for the previous calendar years' allowance.
- (3) For those who submit an expense claim for the maximum allowance, their allowance will be paid out on February 1 on their paycheque and will not be taxed.
- (4) If receipts are submitted and they do not meet the maximum allowance, the receipted expenses will be paid out on February 1 and will not be taxable and the remainder of the allowance, up to the maximum will be paid out and subject to tax.
- (5) If no expense claim is submitted, the tool allowance will be paid out on February 1 and will be taxable.

**LETTER OF INTENT #1**  
**Suspension of Driver's Licence**

(a) When an employee, whose main function is to operate equipment, has their driver's licence suspended for fifteen (15) months or less and such suspension impacts on the ability of the employee to perform their job:

- (1) The employee will retain their regular position on the workforce and shall be engaged in non-operator duties in which they are qualified. 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. Such leave is without benefits or pension contribution, however the employee may continue benefits consistent with the provisions of Clause 25.7(d).
- (2) A letter shall be written by the Supervisor 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 from employment.

In case of driver's licence suspensions on medical grounds, each case is to be examined on its own merits; referral 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.

(b) 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 more than fifteen (15) months, the employee shall be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

(c) In the case of an employee who is on their initial probationary period (new employee), driver's licence suspension will result in the recommendation being made for their rejection.

### **ADDENDUM #1 Classification Specifications**

This addendum has been jointly developed to provide all concerned with a general understanding of the duties and requirements of each job. The parties are committed to discuss any changes that may be required during the life of this collective agreement with a view to reaching mutual agreement.

It is further understood that the parties will meet and discuss new pay rates for any additional equipment not mentioned in this document. Should the parties be unable to agree on a particular pay rate or the status of this addendum within the agreement, the matter will be referred to arbitration in accordance with Article 9.

#### **Traffic Control Person**

*Class Definition:* Positions in this level are under the general direction of a Road Foreman 2 or above and are responsible for regulating and controlling the vehicular traffic in and around such operations as road and bridge maintenance, construction, painting, etc.

*Typical Duties:* Include the setting up and removal of all necessary traffic control devices, in relation to posted speed, traffic volume, worksite location, prevailing weather, etc., monitoring, directing and controlling the flow of traffic in and around the work area in accordance with Section 52 of the Accident Prevention Regulations issued by WorkSafeBC, or performing other assigned duties.

#### **Bridge/General Labourer**

*Class Definition:* Positions at this level perform unskilled manual work requiring little previous training or experience, but involving physical effort. Work is supervised and frequently checked in progress and upon completion by the first level supervisory position or above in the appropriate classification series, (e.g. the TL bridge worker or foreman 2).

*Typical Duties:* Include a variety of tasks in the construction and maintenance of roads, bridges, pavements, generally assisting skilled workmen with construction, maintenance and demolition work; digging, cleaning, clearing and filling ditches; constructing and clearing catch basins; laying tile drains; acting as swamper on trucks hauling heavy equipment, supplies and materials; operates small hand power tools such as air, gas, and electric tools (except chainsaw), performing other similar duties as assigned.

*Qualifications:* A valid Class 5 Driver's Licence is an asset for advancement and substitution machine operator duties.

#### **Stockworker**

*Class Definition:* Positions at this level are under close supervision and are required to assist in the general routine duties in a large storeroom.

*Typical Duties:* To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and

shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office, to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

### **Machine Operator 1**

*Education and Specialized Knowledge:* Preferably secondary school graduation; 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; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's Licence for equipment listed below; ability to work outdoors under varying weather conditions and operate any one (1) piece or more of the equipment listed below and with the ability to learn to operate a loader for the purposes of self-loading and to perform other similar or lower classification duties as assigned, including to coordinate the work of up to four (4) lower classification employees when assigned to work collectively as a work group.

*Driver operator of:* a single axle truck equipped with/as pickup, crew cab, flat deck, van or tank body; dump box three (3) to five (5) yards; tailgate sander; front or underbody plough; curbing machine; mowing or brushing machine, tractor mounted; flusher truck, single axle; single axle flat deck truck with crane up to eight thousand (8,000) lbs. capacity; power roller, single drum or double drum up to forty inches (40") wide; power saw; culvert cutter; bituminous raker; culvert steamer.

Under the general direction of a Road Foreman 2, or trade leadhand or those above.

### **Machine Operator 2**

*Education and Specialized Knowledge:* Preferably secondary school graduation; 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; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's Licence for the equipment listed below, ability to work outdoors under varying weather conditions and operate any one (1) piece or more of the equipment listed below, and to perform other similar or lower classification duties as assigned, including to coordinate the work of up to four (4) lower classification employees when assigned to work collectively as a work group.

*Driver operator of:* a tandem axle dump truck; sander, under-body or front-mount plough; tandem axle flat deck truck with truck crane over eight thousand (8,000) lbs.; mini Excavator with operating weight under twenty-one thousand (21,000) lbs.; pavement burner; bituminous sprayer; trailers up to ten thousand (10,000) lbs. GVW; sweeper; bob cat; front end loader less than two and one-quarter (2¼) yards; thermol-lay unit; crawler tractor under one hundred twenty-five (125) hp; riverboat operator; skidder with grid packer; power roller over forty inches (40") wide; tractor mounted backhoe.

Under the general direction of a trade leadhand or Road Foreman 2 and those above.

**Signperson**

*Class Definition:* Under the general direction of a road superintendent, positions at this level erect and maintain all signs and other painted control devices in use by district maintenance establishment including to coordinate the work of up to four (4) lower classification employees when assigned to their work group.

*Typical Duties:* Include to direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other similar or lower classification duties as assigned.

**Machine Operator 3**

*Education and Specialized Knowledge:* Preferably secondary school graduation; 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; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's Licence for the equipment listed below; ability to work outdoors under varying weather conditions and operate any one (1) piece or more of the equipment listed below and to perform other similar or lower classification duties as assigned including to coordinate the work of up to four (4) lower classification employees when assigned to work collectively as a work group.

*Driver operator of:* tractor/trailer unit and trailer over ten thousand (10,000) lbs. GVW; power grader; gradall, truck or crawler mounted; crane, self-propelled; crawler tractor over one hundred twenty-five (125) hp; hydraulic excavator with operating weight at twenty-one thousand (21,000) lbs. or over; chip spreader; paving machine; frontend loader, bucket two and one-quarter (2¼) yards and over; snow plough truck with wing.

Under general direction of trade leadhand, Road Foreman 2 and those above.

**Tj Industrial Warehouse Worker**

*Education and Specialized Knowledge:* Education equivalent to Grade 12; valid Provincial Tradesman's Qualification Certificate or the approved equivalent, a thorough knowledge of all practices and procedures involved in both the purchasing and maintenance of inventory in a large stores establishment; an experience with computer hardware/software and general business machines.

*Specialized Skills and Abilities:* Ability to learn and to perform duties without immediate supervision; ability to direct; 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; work order preparation and reporting; experience with automated inventory control; 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 where applicable instructing employees in charge of stores; performing other similar or lower classification duties as assigned.

### **Tj Bridge Worker**

*Class Definition:* Positions in this grade are under the 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 trade.

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Provincial Tradesman's Qualification Certificate 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:* Preferably 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.

### **Road Foreman 1**

*Class Definition:* Positions in this grade are under general direction of a Road Foreman 2 or those above, and are responsible for carrying out assigned supervisory functions relating to their respective classification in addition to operating any equipment when necessary. This applies when there are two (2) or more employees on a shift, typically in an out-lying yard such as Hixon, McLeese Lake, Nazko and Wells, and typically when there is no on shift supervisor above the classification.

*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 the requisite valid Driver's Licence for the equipment normally operated.

*Typical Duties:* To direct a crew where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out functions within the scope of the classification and directly related fields in which they are qualified, periodically coordinating and directing the work of related professions assigned to work in the same location as required; to organize and coordinate the work of an assigned crew in conjunction with other resources to ensure established work standards of quality and quantity along with completion schedules of designated work and /or projects of assigned crews; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or requirements are maintained, under the general direction of their Road Foreman 2 or those above.

### **Road Foreman 2**

*Class Definition:* Positions in this grade are under general direction of a Road Foreman 3 or those above, and are responsible for carrying out assigned supervisory functions relating to their respective classification in addition to operating any equipment when necessary.

*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 the requisite valid Driver's Licence for the equipment normally operated.

*Typical Duties:* To direct a crew where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out functions within the scope of the classification and directly related fields in which they are qualified, periodically coordinating and directing the work of related professions assigned to work in the same location as required; to organize and coordinate the work of an assigned crew in conjunction with other resources to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crews; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained, under the general direction of their Road Foreman 3 those above.

### **TJ Welder and TJ Mechanic (HV and Automotive)**

*Class Definition:* 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.

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably 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:* Preferably 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 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.

*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*, i.e., welder, HV mechanic or automotive mechanic, 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 trade.

### **Road Foreman 3**

*Education and Specialized Knowledge:* Preferably secondary school graduation 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 health and safety regulations. Holder of a requisite WorkSafeBC 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:* Related experience at the MO3 level or equivalent. Previous supervisory experience as a Road Foreman 2 or equivalent.

*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 under the general direction of the Excluded Management.

*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, 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 under the general direction of their supervisor.

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

**TL Trades**

*Class Definition:* 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.

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably 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; preferably 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:* Preferably 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; preferably 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.

*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.

OR

When assigned to work within crews, 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.

To perform other similar or lower classification duties as assigned.

**TSS - Trades**

*Class Definition:* Positions in this grade are under administrative or management supervision and technical direction and function as: Where applicable, responsible for directly supervising an established crew of predominantly trade personnel in related trades, under direction of excluded management personnel.

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably 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; preferably 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:* Preferably 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 or equivalent.

*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, under the direction of management personnel.

*Typical Duties:* Include to organize, schedule, assign and coordinate the work of an assigned crew of employees where applicable 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, submit pertinent information as required relating to disciplinary and safety matters so that appropriate action may be taken by the Excluded Management; 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 under the general direction of excluded management personnel.

To perform other similar or lower classification duties as assigned.

*Note: Applicable To All Classifications*

*Inspection Duties:* It is understood that the assignment of the periodic inspection duties as required by the Ministry of Transportation contract may be assigned to any related classification and the function will not give rise to a claim for a higher rate than that at which the employee is classified. It will be the Employer's responsibility to train and instruct the employee in the proper completion of this work.

It is further understood that the inspection duties are not exclusive to the bargaining unit and excluded management may perform all or part of these duties at their discretion.

For the purpose of this agreement, classifications are grouped into the following classification series:

Bridge Maintenance Series	Warehouse Series
Apprentice Bridge Worker Bridge Labourer TJ Bridge Worker TL Bridge Worker TSS Bridge Worker	Stockworker Apprentices Industrial Warehouseworker TJ Industrial Warehouseworker
Mechanical Maintenance Series	Road Maintenance Series
Apprentice Mechanic TJ Mechanic LT TJ Mechanic HV TL Mechanic TJ Welder TSS Mechanic TSS Welder	Traffic Control Person General Labourer Machine Operator 1 Machine Operator 2 Machine Operator 3 Road Foreman 1 Road Foreman 2 Road Foreman 3 Signperson