

COLLECTIVE AGREEMENT

between

**MAINROAD MID-ISLAND CONTRACTING LP
(Highway Maintenance Service Area 02)**

and the

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

Effective from September 1, 2018 to August 31, 2026

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DEFINITIONS

- (1) "*Bargaining unit*" means all employees as provided for in Clause 2.1.
- (2) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection, but does not include overtime earnings and/or statutory or other payments made on behalf or to employees.
- (3) "*Child*" wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.
- (4) "*Common-law spouse*" includes same and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months.
- (5) "*Highway maintenance service area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (6) "*Current pay*" means an employee's most recent hourly pay rate.
- (7) "*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 an unpaid leave of absence.
- (8) "*Demotion*" means a change from an employee's position to one with a lower hourly pay rate.
- (9) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular*" - meaning an employee who is employed for work which is of a continuous full-time nature.
 - (b) "*Auxiliary*" - meaning an employee who is employed for work which is not of a continuous nature."*Employee*" does not include managerial or confidential positions mutually excluded by the parties to this agreement or by decision of the Labour Relations Board.
- (10) "*Employer*" means Mainroad Mid-Island Contracting LP in Highway Maintenance Service Area 2.
- (11) "*Holiday*" means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement.
- (12) "*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.
- (13) "*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 the time spent other than travelling.
- (14) "*Lateral transfer*" or "*transfer*" means the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (15) "*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.
- (16) "*Leave of absence with pay*" means to be absent from duty with permission and with current pay.

- (17) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (18) "*Point of assembly*" means that location where an employee regularly reports for work assignments within their seniority block.
- (19) "*Probation*" means the first 52 working days of employment.
- (20) "*Promotion*" means a change from an employee's position to one with a higher hourly pay rate.
- (21) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (22) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (23) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (24) "*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.
- (25) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding 5.
- (26) "*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.
- (27) "*Steward*" means the Union's representative at the local level who shall perform duties in accordance with the collective agreement and as designated by the President or staff of the Union.
- (28) "*Spouse*" includes husband, wife and common-law spouse.
- (29) "*Termination*" is the separation of an employee from the Employer for just cause.
- (30) "*Travel status*" with respect to an employee means absence of the employee from their seniority block on the Employer's business with the approval of the Employer. The parties agree that an employee who starts and finishes their shift from their regular point of assembly within the negotiated work schedule will not be entitled to travel status.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one work group works from a common point of assembly, the work groups will be defined by the Employer.
- (34) "*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 a harmonious relationship and orderly collective bargaining procedures between the Employer and the Union. The parties to this agreement share a desire to improve the quality of all work performed including road and bridge maintenance for the travelling public. Accordingly, they are determined to establish within the framework provided by law an effective working relationship at all levels.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted. 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 and policies provided they are not inconsistent with this agreement.

1.4 Human Rights Code and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia. It is further agreed that wherever this agreement is silent, the provisions of the *Employment Standards Act* shall apply subject to the provisions of Clause 1.2.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of the Employer in Highway Maintenance Service Area 2 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 6, "*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 B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

2.3 Correspondence

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

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition of Stewards

(a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of their supervisor prior to leaving their work duties as an employee, and indicate to the Employer the approximate time of return, when attending to union duties relating to the Employer's operations. Should the steward require additional time to attend to the matter, they will receive prior permission regarding any extension required. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming their duties the steward shall notify their supervisor.

(b) 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.

(c) 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 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 type written 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 a Picket Line

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in relevant legislation. Any employee failing to report for duty shall be considered 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, taking into consideration operational requirements for:
 - (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) an elected or appointed union representative to attend to union business which required them to leave their general work area;
 - (3) employees who are representatives of the Union or the Bargaining Committee to attend meetings of that committee;
 - (4) an employee called by the Union to appear as a witness before an arbitration board;
 - (5) an employee doing work for the union on one of their days of rest may be given a paid union lieu day, which shall not be unreasonably withheld.

"Operational Requirements" for purposes of this article shall mean the obligation to the Ministry to carry out the terms of the Maintenance Contract, without being put in a penalty situation. A penalty situation shall not include the normal necessity to have a trained replacement available, and shall not include inconvenience to the Employer.

- (b) Leave of Absence without loss of pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Labour/Management Committee. Such leave may include travel time within the workday where necessary. Time spent by designated committee members attending meetings held on their day 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 rate.
- (c) To facilitate the administration of leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.

The Union shall reimburse the Employer for the employee's basic pay plus 36% of basic pay for benefit costs. Should the level of reimbursement for benefit costs by the Union be higher in another highway maintenance service area, then the Union will reimburse the Employer for employee leaves at that higher rate.

(d) The Union shall provide the Employer with 14 calendar days' notice prior to the commencement of leaves. The Employer, subject to operational requirements, will not unreasonably withhold the granting of leaves where less than 14 calendar days' notice is given.

(e) *Chief stewards* - Leave of absence with current pay, benefits and without loss of seniority will be granted to one chief steward for up to a total of three days per calendar year to deal with collective agreement related problems at worksites within the highway maintenance service area. Further leaves will be granted as required as per Clause 2.10(a)(2).

The Bargaining Committee Chairperson will act as the chief steward.

2.11 Union Bargaining Committee

The Employer agrees to provide three employees who are members of the Union Bargaining Committee leave while at negotiations meetings with the Employer. The Employer agrees to grant such leave with pay, and the Union agrees to reimburse the Employer for basic pay and benefits costs for such leaves in excess of 10 days for an employee. Wages shall be at the employee's regular straight-time rate of pay. Room, board and travel expenses for these employees shall be paid for by the Union.

2.12 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 the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone and facsimile machines for the purpose of conducting union business on the employee's time.

2.13 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 Union agree to provide services of an emergency nature.

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 employment, become members of the Union, and maintain such membership.

ARTICLE 4 - 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 any employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than 28 days after the date of deduction and the Employer shall also provide the following information 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 & 12 cannot be provided at the time of signing this agreement, but will be provided in the future if the Employer's computer system will allow in a cost effective manner.*

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 union 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. If the steward is employed in the same seniority block as the new employee, the employee's immediate supervisor will introduce them to their steward.

The Employer will notify the steward, in writing, of new employees and of their primary work location within 10 days of the start date of the new employee. This shall apply to a maximum of one steward per worksite. 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 15 minutes sometime during the first 10 days of employment. The steward will provide the employee with a copy of the collective agreement and will inform the employee of their rights with respect to the collective agreement, the benefits therein and the duties of union membership.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

The Union recognizes the right of the Employer to operate and manage its business in all respects except as otherwise specified in this agreement.

6.2 Management Performing Bargaining Unit Work

Management shall not perform bargaining unit work except in the following circumstances:

- (a) in an emergency situation where bargaining unit employees are not immediately available;
- (b) instruction of employees in addition to Operator Training as defined in Article 30.

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 non-confidential demographic information such as age, number of dependants, etc. relating to employees in the bargaining unit that is readily available, as may be required by the Union for collective bargaining purposes.

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a labour/management committee comprised of three employer and three union representatives plus staff representatives. The Committee shall meet at the request of either party, but not more than once per month or less than once every two months, at a place and time to be mutually agreed. This time shall be booked in one-half day work intervals during working hours, either in the a.m. or p.m., for the purpose of travel to and from and attendance at the Labour/Management Committee meeting.
- (b) The Committee shall be co-chaired by an employer and union representative. 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 fulfill its commitments with respect to the Special Employment Equity Program (SEEP), pursuant to MOU 16 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 1st 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 needs of the members of the bargaining unit.

ARTICLE 8 - GRIEVANCE PROCEDURE

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 21 calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt. 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 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 21 calendar 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 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, pursuant to Article 9;
- (b) make application under Section 87 of the *Labour Relations Code* for a Settlement Officer;
- (c) where Section 87 is used, the 21 day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer;
- (d) agree to submit the grievance to expedited arbitration in accordance with Clause 9.6.

8.5 Policy Grievances

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this agreement, within 21 calendar days of the occurrence giving rise to the grievance, at arbitration pursuant to Clause 9.1.

8.6 Time Limits

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.

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. However, either party will not be deemed to have prejudiced its position on any future grievance. Request for time limit extensions shall not be unreasonably withheld.

8.7 Administrative Provisions

Grievances and replies at Steps 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.

8.8 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.

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated at Step 1, no discussion 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 PROCEDURE

9.1 Notification

The Union's area staff representative may submit a grievance to arbitration within 21 calendar days of the receipt of the Employer's Step 2 response, or within 21 calendar days of the date it was due as in accordance with Clause 8.4, or within 21 calendar days of the alleged violation as in accordance with Clauses 8.5 and 10.4, by giving notice to the President of the Company of the Union's intent to arbitrate.

9.2 Pre-Arbitration Meeting

The President of the Company or their designate shall meet with the Union's representative within 15 calendar 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
- Wayne Moore

- Corinn Bell

The Arbitrator shall be selected on a rotational basis in the above order, provided they are available to convene a hearing within 30 calendar days. Should none of the arbitrators be available within the 30 calendar 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 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 of 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) a policy grievance;
 - (2) a grievance requiring substantial interpretation of a provision of the agreement;
 - (3) a substantive matter as determined by either party.

Then the parties may submit the grievance to expedited arbitration.

- (b) Corinn Bell, Mark Atkinson, and Wayne Moore shall be the named expedited arbitrators. Where any one of them are unavailable to hear a case within 45 days, the parties will request an expedited arbitrator from the Labour Relations Board.

- (c) (1) If these named arbitrators are not available when required an alternate arbitrator may be appointed by agreement of the parties and alternate dates arranged.
- (2) The parties will agree to location of hearings and wherever possible to be held at the nearest city to where the grievance arose.
- (3) Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (no lawyers).
- (4) All presentations are to be short and concise with:
- (i) comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed;
 - (ii) limited use of precedential authorities;
 - (iii) parties endeavouring to conclude cases within one working day or less.
- (5) Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to their case.

- (d) A decision will be:
- (1) rendered verbally to parties within three working days of the hearing;
 - (2) confirmed in writing within two 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.
- (e) Fees and expenses of the arbitrators and meetings rooms shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:

- (1) If possible, a brief of pertinent documents will be jointly presented to the Chair.
- (2) If possible, a statement of agreed to facts will be jointly presented to the Chair.
- (3) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (4) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (5) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chair.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (7) Arguments will be presented only to points in issue.

Mediation of the issue by the Chair will be permitted if the parties both agree, but the parties must have the authority to settle the issue at the table.

- (f) For a trial period of two years, the parties will utilize the services of LRB Mediation Division and request the services of a mediator/arbitrator to act in the capacity of arbitrator referenced in 9.6(b). Where a mediator is not available through the Mediation Division to act in the capacity of an arbitrator, within the times specified in 9.6(b) will apply. The parties will review the success of the trial process and provide an extension to the agreement as applicable.

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 a 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 if they feel it necessary.
- (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 if they feel it necessary.

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 of at the time of filing.

10.4 Suspension or 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 area office of the Union. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Clause 8.4 within 21 calendar days of the suspension or dismissal.

10.5 Probationary Period

- (a) Each new employee shall serve a probationary period of 52 working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) 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.
- (c) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within 21 calendar 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 their designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be shall give the Employer adequate notice prior to having access to such file(s). The process for viewing the file will be as follows; Head Office will copy the file and forward to the local manager, upon receipt the local manager will contact the employee who will unseal and view the personnel file. Upon viewing the file, the employee at their option will destroy the file or return sealed to headquarters. Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel files shall be removed automatically after the expiration of 12 months from the date it was issued provided there are no further infractions. Should any infractions as described above occur then all such documents shall remain on file for a further 12 months from the date of the most recent occurrence.

10.7 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

- (a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular employee, accrued with the Public Service of BC prior to November 1, 1988, plus all service seniority as a regular employee accrued with previous maintenance contractors in Highway Maintenance Service Area 2.
- (b) Service seniority for auxiliary 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 with unbroken service accrued with the Public Service of BC prior to November 1, 1988, plus all accumulated straight-time hours accrued with previous maintenance contractors in Highway Maintenance Service Area 2.
- (c) When two or more employees have equal seniority, the order of establishing their relative seniority shall be determined by their auxiliary seniority. Should this not result in a break in the tie, the order of establishing their relative seniority shall be determined by the employees uninterrupted service start date with the Province of BC or the Employer, whichever the earlier. This clause will not apply to equal seniority situations that have been already resolved and recorded.

11.2 Seniority Lists

The Employer will prepare seniority lists of regular employees semi-annually, April 1st and October 1st, and for auxiliary employees quarterly, January 1st, April 1st, July 1st, and October 1st, for each classification series within a seniority block. The information will show each person's point of assembly, classification, regular or auxiliary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

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

11.3 Loss of Seniority for a Regular Employee

A regular employee shall lose their seniority with the Employer in the event they:

- (a) are discharged for cause;
- (b) resign their position;
- (c) are on layoff for more than one year;
- (d) accept a position with the Employer which is outside the bargaining unit, except for temporary appointments of less than four consecutive months;
- (e) accept a severance payment in accordance with Article 13;

- (f) refuse, while on layoff, an offer from the Employer of a regular position that they are qualified for in their seniority block;
- (g) decline while on layoff, three offers of temporary work provided such employee has made a written election to accept auxiliary work during their layoff.

11.4 Loss of Seniority for an Auxiliary Employee

An auxiliary employee shall lose their seniority with the Employer in the event that they:

- (a) are terminated for cause;
- (b) voluntarily terminate or abandon their position;
- (c) are not recalled for a period of nine months;
- (d) auxiliaries hired after September 1, 2006 shall lose seniority after six months on layoff from any layoff that occurs during the first 12 months following their original date of hire. Should such employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the nine month provision set out above.
- (e) are unavailable for, or decline, three offers of re-employment pursuant to Clause 32.2(c)(3);
- (f) the Employer at their discretion may grant leave of absence without pay for the entire period between May 1 and September 30 during which leave Clause 11.4(d) does not apply;
- (g) an auxiliary employee on a claim recognized by the Workers' Compensation Board or the Insurance Corporation of British Columbia, which results from an accident while at work for the Employer shall be credited with service seniority to what they would have earned had they not been absent and able to work.

11.5 Re-Employment

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

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Filling Vacancies Without Posting

- (a) When a vacancy for a regular non-supervisory position occurs as a result of a regular employee's resignation, death, retirement, promotion, transfer, or dismissal, and provided the total number of regular employees is below the regular complement, the Employer shall offer the position to employees in the following sequence:
 - (1) senior qualified regular employee from the same seniority block within the same classification series;
 - (2) senior qualified regular employee from the same seniority block within another classification series;
 - (3) senior qualified regular employee from another seniority block within the same classification series;

(4) senior qualified auxiliary employee from the same seniority block within the same classification series;

(5) senior qualified auxiliary employee from another seniority block within the same classification series.

The provisions of (4) and (5) will be exercised at the sole discretion of the Employer.

(b) Before the number of regular employees reaches the regular complement number, any promotional opportunities within a classification series created by a vacancy will be filled and the lowest subsequent vacancy in the classification will be filled at the Employer's sole discretion.

(c) Vacancies filled pursuant to (b) above will be filled within a classification and in a seniority block of the Employer's choice.

The regular complement is defined as follows:

Highway Maintenance Service Area 2 - 35 employees

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

Relocation expenses are not applicable throughout this process.

12.2 Filling Vacancies Through Posting

(a) Where a vacancy for a non-supervisory regular position cannot be filled within the seniority block, the position shall be posted on designated union bulletin boards throughout the bargaining unit where the position exists for 14 calendar days.

Where there is more than one applicant for such a position, it shall be offered to the senior qualified applicant within the seniority block where the vacancy exists; failing a successful applicant from within the seniority block, the position shall be offered to the senior qualified applicant from the highway maintenance service area. When a vacancy for a supervisory regular position exists the Employer will post the position in accordance with the notice provisions of (a) above. The Employer will assess the abilities of the supervisory candidates and will offer the position to the applicant who meets the qualifications as determined by the Employer consistent with those contained in the job description.

If there is no successful applicant from within the bargaining units, then the Employer can hire from outside the bargaining unit in question and in doing so positions shall be offered to the most qualified candidate.

12.3 Job Posting Information

All job postings shall indicate the nature of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting and date of closing. A copy of the posting will be forwarded to the appropriate union area office.

12.4 Posting Awards

The position shall be awarded within 30 calendar days of posting. Except as noted in Clause 12.2(b) appointments shall be made on the basis of seniority subject to the employee meeting the qualifications of the position. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

12.5 Temporary Foreman Posting

Appointment of temporary Foreman (Winter Shift, Construction etc.) shall be made in accordance with the following:

- (a) A notice will be posted twice annually on a seasonal basis on bulletin boards requesting that interested individuals provide written indication of their desire to be considered for an appointment as a temporary foreman for their seniority block. This notice is not considered a "*posting*" for the purposes of Clause 12.2.
- (b) Failure to apply in writing will indicate no interest in the position.
- (c) The Employer may or may not hold interviews in making their decision. Each selection will be made on the basis of seniority subject to the employee meeting the qualifications of the position. The trial period of Clause 12.8 will apply to such appointments.
- (d) The name of the employee selected shall be placed on the bulletin boards.

12.6 Notification of Unsuccessful Applicants and Grievance Process

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, their request must be in writing to the supervisor. Within seven calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within 14 calendar days of the date of the notice being sent to the Union pursuant to Clause 12.4, the successful applicant shall be awarded the position.
- (b) Grievances must be filed at Step 2 within seven calendar days of receipt of the Supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance. If the grievance is successful, the employee awarded the position will be returned to their former position and any other employee who has a job classification change or has been transferred as a result of the original job posting will be returned to their former position.

12.7 Interview Expenses

Applicants for a posted position shall be granted leave of absence with current pay as required for an interview. The applicant will upon pre-approval have their travelling, accommodation and meal expenses paid.

12.8 Trial Period

Where an existing employee is awarded a position, they will be placed on trial for a 60 working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, 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.

12.9 Union Observer

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

12.10 Transfer Without Posting

The Labour/Management Committee may grant a lateral transfer or voluntary demotion for compassionate or medical reasons.

ARTICLE 13 - LAYOFF

13.1 Role of Seniority in Layoffs

Regular Employees

In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series. The Employer shall give regular employees 20 working days advance notice in writing of layoff.

Pre-Layoff Canvass

- (a) Prior to a layoff, the Employer shall canvass all regular employees in order of seniority in the following order: Affected seniority block and highway maintenance service area, to invite resignation with severance pay if eligible as provided for in Clause 13.2(c).
- (b) It is understood by the parties that once the above expressions of interest have been received, offers shall be made by the Employer in order of seniority to those employees whose position can be used for the purpose of the placement of an impacted employee pursuant to Article 13 or Clause 12.8.

13.2 Options Upon Layoff

Regular Employees

In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series. The Employer shall give regular employees minimum 20 working days advance notice in writing of layoff.

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, within 10 working days of receiving such layoff notice, one of the following options:

- (a)
 - (1) Bump a junior employee in a lower classification 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 a classification at a comparable or lower pay rate provided they have the necessary qualifications to perform the job.
 - (3) Bump the junior employee in another seniority block. In doing so the employee must bump into a comparable or lower classification and have the necessary qualifications to perform the job.

"Comparable" includes a job with a salary range of -15% to +4% of the employee's original classification.

Relocation expenses are not applicable throughout this process.

The employee who bumps in accordance with (1), (2) and (3) above will not have their salary reduced. However, such 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.

(b) Opt to be placed on a recall list for a period of one year for the purpose of recall to a regular or auxiliary position within their seniority block provided they are qualified to perform the work of the position which becomes available. If recalled to work of less than four months duration, layoff notice will not be required. If recalled to work of four months or greater, layoff notice will be as specified in above. If this option is selected, no severance is applicable.

(c) Opt for severance as follows:

(1) Regular employees hired or converted to regular 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 exceed eight weeks.

(2) Regular employees hired or converted to regular status on or before July 1, 2002 shall be entitled to the current applicable severance pay provisions set out below, however it is understood that eight weeks prior to the expiry of the next MOT contract, the current severance pay provisions shall cease to have application and that Clause (1) above will have application to all regular employees regardless of their hire date.

A regular employee who, at the time of layoff, has service of three years or more shall be entitled to an amount calculated pursuant to (i) through (iii) below:

- (i) for the first year of completed employment, three weeks' current salary;
- (ii) for the second year of completed employment, three weeks' current salary;
- (iii) for each completed year thereafter, two weeks' current salary.

A regular employee who, at the time of layoff, has service of less than three years, shall be entitled to severance pay in an amount equal to one week's pay for every year of service or major part thereof.

An employee covered by the provision contained in Subsection (2) above will not receive an amount greater than six months' current salary.

(d) Opt for early retirement; or

(e) Fill a vacancy in another seniority block within the specific highway maintenance service area provided the employee has the necessary qualifications to perform the job. The vacancy must be at the same or lower rate of pay. An employee with three years or more seniority shall be paid relocation expenses.

13.3 Relocation

Employees who, on a temporary basis, are required to relocate to a seniority block outside their normal seniority block will be placed on travel status.

13.4 Yard Closure and Series Closure

(a) *Yard Closure*

During the term of this collective agreement, the Employer shall not close any existing highways yards except by mutual agreement between the Employer and the Union unless the highways yard closure is brought on by the BC provincial government. If the BC provincial government and the Employer are engaged in any discussions that involve a proposed closure or closure of a current highway yard the

Employer will at the earliest possible time call a meeting of the Joint Labour/ Management Committee to discuss all related matters involved in the yard closure as it would relate to employees.

If it is determined that the BC provincial government is going to close a yard the following shall occur:

- (1) The Employer shall call for a meeting of the Joint Labour/Management Committee at the earliest possible time upon being aware of a closure.
- (2) The Joint Labour/Management Committee shall assess the impact on the employees and shall review options available under this collective agreement for the employees affected. These options shall include but not be limited to:
 - (i) Other work assignments that may be available within the seniority block where the highway yard closure is to take place;
 - (ii) Relocation to another highways yard;
 - (iii) Options under Article 13;
 - (iv) The parties may review other options outside of the collective agreement. If options are agreed to by the Joint Labour/Management Committee, the effected employees would have to also be in agreement before implementation.
- (3) If the parties are not able to agree on a remedy to a BC provincial government sponsored closure of an employer's highway yard operation, the parties shall refer the matter to arbitration as outlined in Clause 9.6. The Employer and the Union shall make every attempt to have the arbitration and the issue concluded before any highway's yard closure is implemented. The Arbitrator shall meet the parties and attempt to mediate a settlement and if mediation does not resolve the issue then it shall be arbitrated.

The Arbitrator in rendering their decision, shall take into account that the highway yard is closing by direction of the BC provincial government and that the Employer has no other options other than closure. The Arbitrator shall also take into account employee preferences, fairness and equity, and operational considerations and cost to the Employer when rendering a decision.

This article does not apply to re-locations of existing yards.

(b) *Classification Series Closure*

The Union and the Employer agree that there may be circumstances that may cause a classification series in a yard to be closed. If the Employer wants to close a classification series in a yard, then the Employer shall call for a meeting of the Joint Labour/Management Committee and this committee shall assess the impact on employees and shall review options available under Article 13 for the affected employees. If the parties are not able to agree then the matter shall be referred to arbitration pursuant to Clause 9.6 and the issue shall be concluded before any classification series closure is implemented. The Arbitrator shall meet with the parties and attempt to mediate a settlement and if mediation fails, the issue shall be arbitrated. The Arbitrator shall take into account employee preferences, fairness and equity and operational considerations, and costs to the Employer when rendering a decision.

13.5 Recall of Regular Employees

- (a) Recall of regular employees from a recall list will be in order of service seniority within the seniority block provided the employee is qualified to perform the job.
- (b) Regular employees on layoff who are recalled and did not choose benefit coverage while on layoff will receive health and welfare benefits of Clause 31.4 up to and including the last day of the first month

of their appointment. Effective from the first day of the month following their appointment, the employee shall receive health and welfare benefits of Article 25 until the last day of the month in which the employee is laid off. Employees who choose to continue benefit coverage while on layoff shall have their coverage continue upon recall, with the Employer being responsible for the cost of eligible benefits from the first day of recall until the last day of the month in which the employee is laid off. If the employee has made benefit payments which become the responsibility of the Employer, the employee shall be reimbursed by the Employer.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work for regular employees exclusive of meal periods but including paid holidays will be 1827 hours, pursuant to work schedules in MOU #2. Notwithstanding this, the parties may mutually agree to an annual hours of work schedule of up to a 40-hour workweek. Any such change may be subject to an annual agreement. Schedules of up to a 40-hour workweek may also mutually agree to facilitate the securing of additional work, pursuant to Clause 24.3 – Contracting In.

If a schedule of greater than a 35-hour workweek is agreed to, the table of shift schedules in MOU#2 will be adjusted to reflect the workweek.

14.2 Work Schedules

Work Schedules:

- (a) The basic shift pattern is seven hours at 5:2. Any other shift pattern will be implemented at the Employer's discretion, pursuant to the work schedules in MOU #2.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The minimum length of the normal scheduled workday will be seven hours.
- (d) Schedules, including starting and stopping times, will be posted at least seven days in advance, including accumulated annual hours. A copy will be sent to the local union office.
- (e) The length of the workday for the summer season and the winter season will be set by the Employer based on production requirements. Notwithstanding the above, the maximum length of workday will be 10 hours.
- (f) The foregoing will not preclude start time adjustments.
- (g) Work schedules will be limited to a maximum of six per year, except by mutual agreement at the local level between the Employer and the employee. The new schedules, once agreed upon, shall be posted for seven calendar days prior to implementation. Employee initiated changes to a work schedule will not count as a new schedule for the purposes of this article.

14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 17.3, the lieu day shall be banked and granted on the basis of seven hours per lieu day.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation was taken, except for an employee's option pursuant to Clause 18.4(c).

- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the designated holiday shall be granted on the basis of seven hours per designated paid holiday.
- (d) *Paid sick leave* – where an employee is on approved sick leave, the sick day shall be granted on the basis of the hours of their regularly scheduled shift.

14.4 Rest Periods

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

14.5 Standby Provisions

Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in proportion of one hours' pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to auxiliary employees who are not assigned a regular work schedule and who are normally required to work whenever called.

Employees required to stand by will not be required to stand by on two consecutive weekends or on two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two hours of the workday or shift. The normal meal period will not be less than one-half hour and not more than one hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.
- (b) Employees who are required to perform their duties during the meal period, shall be paid one and one-half times the base rate for the duration of the recognized meal period and will be given a meal period if possible without pay at another time in the shift or workday.

14.7 Days of Rest

The normal days of rest except as otherwise agreed, shall be Saturday and Sunday.

14.8 Split Shifts

No employee will be required to work a split shift.

14.9 Earned Time Off

- (a) Earned time off is to be considered as a "*straight-time*" credit and will be scheduled off by mutual agreement based on operational requirements. Such time off shall be scheduled by October 31st of each year.

(b) If earned time off cannot be scheduled by mutual agreement by October 31st of each year, then the Employer, at their option, may schedule the employee for such time off or provide to the employee a cash payment in lieu of such time off at the double-time rate.

14.10 Clean-up Time

Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premium Entitlements

(a) *Definition of Shifts and Shift Premiums*

- "Day Shift" - all hours worked on any shift that starts between 4:30 a.m. and 1:59 p.m.
- "Afternoon Shift" - all hours worked on any shift that starts between 2:00 p.m. and 8:59 p.m.
- "Night Shift" - all hours worked on any shift that starts between 9:00 p.m. and 4:29 a.m.

(b) *Shift Premiums*

Afternoon Shift	4.5% of MO3
Night Shift	5.5% of MO3

15.2 Shift Premium Entitlement

(a) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the shift premium for all hours worked after 2:00 p.m.

(b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the shift premium for each hour worked during the callout period, up to the commencement of their regular scheduled shift.

15.3 Work Schedules

(a) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of 55¢ per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(b) In the event that an employee's work schedule or shift is changed without five days' advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium, at the applicable overtime rate, except that if the change results from no fault of the Employer, they shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

15.4 Exchange of Shifts

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

15.5 Rotation of Shifts

- (a) Rotation of shifts, as defined in Clause 15.1(a), shall be done at a seniority block among employees within a classification series provided that:
- (1) a majority of the employees within the classification series who are required to work shift-work vote in favour of rotation. By mutual agreement, an employee will be permitted to choose more than their share of 2nd or 3rd shifts;
 - (2) the planned shift rotation will not result in additional premiums or overtime hours or more straight-time hours than if no shift rotation were to occur.
 - (3) It is not the practice or policy of the Employer to schedule employees so that they rotate on different shifts (i.e. day shift to afternoon shift) in any 14-day window. Such rotation shall only occur in situations where there would be additional costs to the Employer otherwise. Before any such shift is implemented, the Employer must consult with the steward and provide the Union an opportunity to suggest alternatives. This does not apply when such rotation occurs as a result of Clause 15.4 – Exchange of Shifts.
- (b) Where a machine is being utilized on a regular basis on a 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 the shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one rest day between shifts.
- (d) Employees at an assembly point assigned to operate equipment on winter shifts shall sign up in the following order:
- (1) by seniority for all employees classified at the level of work to be performed, followed by;
 - (2) by seniority for all employees from other classifications.

15.6 Short Changeover Premium

- (a) If shifts are scheduled so that there are not 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 24 hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24 hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.7 Employees Working Away from Their Point of Assembly

Except by mutual agreement between the parties, employees working away from their point of assembly, and who return on a daily basis, shall be compensated for all hours in transit to and from their regular assembly point.

15.8 Winter Shift for Highways Maintenance Crews

The Union and the Employer recognize that the implementation and termination of winter shifts is largely dependent on weather conditions and that winter shifts may have to be implemented and/or terminated on short notice of not less than five calendar days or as otherwise established by mutual agreement.

15.9 Reporting Pay

An auxiliary employee called to work, shall be guaranteed the minimum of:

- (a) two hours pay if the employee does not commence work;
- (b) four hours pay if the employee does commence work.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Overtime Entitlement

A regular employee or an auxiliary employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Overtime shall be compensated in 30 minute increments however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

16.3 Sharing of Overtime

- (a) Overtime work offers shall be allocated on an equitable basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing shall be by seniority block. Equitable sharing means allocation on a rotation basis, subject to availability and qualification of employees. It is agreed that at any one time overtime hours of individual employees may vary.
- (b) The equitable sharing does not include abutting callout time as per Clause 16.8(b) and will be calculated separately for the Winter and Summer Shifts.
- (c) The Employer shall maintain records of offers of overtime by name, date, time, number of hours worked, method of offer, response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime offered and worked, by classification series, shall be posted in each worksite and regularly maintained as such overtime is worked.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

16.4 Overtime Compensation

Where an employee is authorized to work overtime it shall be compensated at the following rates:

- (a) time and one-half for the first three hours of overtime on a regularly scheduled workday;
- (b) double-time for hours worked in excess of (a);

- (c) time and one-half for all hours worked on a day of rest up to and including the normal workday length and double-time thereafter.

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

16.5 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, a meal break of one-half hour, at applicable overtime rates, with pay will be given.
- (b) If the employee continues to work overtime beyond the three hours, a further meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will only apply to hours worked outside their regular shift times for a normal workday.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

All employees shall have the right to refuse overtime work, except in an emergency situation, without being subject to disciplinary action. An employee on standby pursuant to Clause 14.5 shall not have the right to refuse callout or overtime work.

16.8 Callout Provisions

(a) Callout Compensation

A regular employee who is called back to work outside their regular working hours shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

(b) Callout Time Which Abuts the Succeeding Shift

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

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

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

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

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

- (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift;
- (3) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.
- (f) There shall be eight clear hours of rest between the end of callout and the time the employee reports to work on their next regular shift. Unless requested otherwise by the Employer, the employee shall commence their next regular shift at a time that provides for eight clear hours of rest.
- (g) *Callout for Emergency Situations*

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

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining their shift shall be entitled to eight clear hours of rest between the end of the overtime work and the start of their shift. Unless requested otherwise by the Employer, the employee shall commence their next regular shift at a time that provides for eight clear hours of rest. If eight clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

16.10 Method of Compensation

(a) Overtime compensation shall be monetary unless the employee indicates in writing to the Employer to have such compensation in either time off in lieu of payment or 50% cash and 50% time off. If the employee chooses time off, such time shall be scheduled and taken by mutual agreement between the employee and the Employer by October 31st of each year, subject to the provisions of Clause 18.6(a). If compensatory time off cannot by mutual agreement be scheduled by October 31st of each year, then a cash payment in lieu of such time off shall be paid within 30 calendar days following October 31st of each year. In the last year of the Employer's maintenance contract with the Province of BC, compensatory time off shall be scheduled and taken by the expiry date of such contract or the Employer, at their option will pay, to the employee a cash payment in lieu of such time off.

The employee shall advise the Employer in writing of their election to have either all cash or all compensatory time off, or 50% cash and 50% time off by April 30th and October 31st for the following six month calendar period in each case.

(b) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld. Compensatory time off that has been scheduled to be taken during the month of October and is then cancelled by the employee, shall be paid out within two weeks for any amounts that exceed the maximum carryover (pursuant to Clause 18.6[a]).

16.11 Recall of Auxiliary Employees

The Employer is not required to recall auxiliary employees who have already accumulated 1827 straight-time hours in a 12 month scheduling period.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

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

17.2 Holiday Falling on a Non-Scheduled Workday

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu which shall be scheduled by mutual agreement between the employee and the Employer.

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

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

17.3 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time-and-one-half for hours worked on the designated holiday, plus a day off in lieu of the holiday if the majority of the employee's shift was worked on the designated holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time for hours worked on these days, plus a day off in lieu if the majority of the employee's shift was worked on the Christmas or New Year's Day holiday.

17.4 Holiday Coinciding with a Day of Vacation

When a regular 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 or 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 the employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, or has been pre-assigned to a higher paid position pursuant to Clause 15.10, in which case they shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this article shall be the classification that the majority of substitution has been performed within.

17.7 Workday Scheduled on a Paid Holiday

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

17.8 Paid Holidays for Auxiliary Employees

- (a) An auxiliary employee shall be compensated for paid holidays provided they have:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked 15 of the previous 30 days preceding the paid holiday; or
 - (3) worked at least 105 hours at the straight-time rate in the 30 days preceding the paid holiday.
- (b) An auxiliary employee who is required to work on a designated paid holiday, shall be compensated at the same rate as a regular employee in accordance with this article.
- (c) This article shall not apply to employees who have been terminated prior to the paid holiday occurring.

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 year commencing November 1st and ending October 31st.

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

- (b) Regular employees who receive at least 10 days' pay at straight-time rates in a calendar month shall be entitled to a full month's vacation and shall earn vacation credits as follows:

<i>Vacation Years</i>	<i>Work Hours</i>
First to Fifth.....	105
Sixth	112
Seventh	119
Eighth	147
Ninth	154
Tenth.....	161
Eleventh	168
Twelfth to Nineteenth	175
Twentieth and thereafter	210

18.2 Vacation Earnings For Partial Years

- (a) During the first partial year of service a new regular employee will earn vacation at the rate of one and one-quarter days for each month in which they receive 10 days' pay at straight-time rates.
- (b) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of the vacation year.
- (c) During the first and subsequent vacation years a regular employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where a regular employee has taken more vacation than earned, the unearned portion taken shall be charged against the next vacation year's credits or recovered upon termination, whichever occurs first.
- (d) A regular employee earns but is not entitled to receive vacation leave during the first six months of continuous employment as a regular employee.

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 vacation year basis.
- (b) The vacation year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the vacation year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) *Vacation Period*

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

Notwithstanding (c) above, classification series at a seniority block consisting of 10 or more employees may have their availability to take vacation limited to three employees away at a time. Likewise, classification series at an assembly point of greater than five but less than 10 employees may have their availability to take vacation limited to two employees away at any one time. Likewise classification series at an assembly point with five or less employees may have their availability to take vacation limited to one employee away at a time.

- (d) *Preference in Vacation*
 - (1) A preference in selection of vacation time shall be determined in each assembly point on the basis of service seniority within each classification series.

(2) A regular employee shall be entitled to receive their vacation in an unbroken period. Regular 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.

(e) *Vacation Schedules*

(1) Vacation schedules will be posted between October 1st and October 15th for the period of November 1st through April 30th, and between April 1st and April 15th for the period May 1st through October 31st. Employees will be advised of the status of their vacation selection not more than four weeks from either the cutoff dates or from the date of any request falling outside of the scheduling period identified in this clause.

(2) Regular employees who do not exercise their seniority rights within 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 15th of each vacation year, except for vacation to be carried over as provided for in Clause 18.6. Regular employees who do not use their current year vacation entitlement during the vacation year will be paid out for such unused vacation, except for vacation carry forward, on the last pay period of a vacation year.

Where operational requirements have caused the cancellation of the employee's scheduled vacation, the employee shall reschedule their vacation to a later period in the current vacation year. If the Employer and employee cannot mutually agree to the rescheduling of their vacation, then the employee shall have the option to carry the unused portion of their vacation credits into the next vacation year.

(3) A regular employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(4) A regular employee transferred by the Employer shall maintain their vacation period provided that any other employee's vacation period shall not be affected.

(5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

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

18.4 Vacation Pay

(a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this article shall be the classification that the majority of substitution has been performed within.

(b) Where an employee is granted vacation, vacation taken shall be deducted in accordance with the actual hours of the employee's shift in effect at the time the vacation is taken. The Employee has the option of taking vacation at either seven hours or the scheduled hours, however as a result of taking leave without pay for the difference between seven hours and the shift length, there shall be no shortfall claim by the Employee on the annual hours to be paid.

18.5 Approved Leave of Absence During Vacation

When a regular employee is in receipt of sick leave or paid leave 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. A regular employee intending to claim displaced vacation leave must advise the Employer and provide the necessary documentation within seven calendar days of returning to work.

18.6 Vacation Carryover

- (a) An employee may carry over up to 70 hours vacation leave and CTO, combined, per vacation year provided that such vacation/CTO carryover shall not exceed 70 hours at any time. Employees in their first partial year of service may not carry vacation leave forward.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining, the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback From Vacation

- (a) Regular 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, a regular employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, upon submission of receipts, in proceeding to their place of duty and upon resumption of vacation, in returning to the place from which they were recalled.
- (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

A regular employee who is scheduled to retire and who will receive a pension allowance under the Pension Plan shall be granted full vacation entitlement for the final vacation year of service provided they have five years' service seniority.

Effective November 1, 2018, the vacation in the final year on retirement of an employee will be on a pro-rated 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.

18.10 Vacation Earnings While on Approved Leave

Regular employees who accrue at least 10 days seniority in a calendar month shall be entitled to a full months' vacation credits except when they are:

- (a) in receipt of LTD benefits;
- (b) on leave pursuant to Clause 20.4, 20.7(b), 20.8, 20.10.

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this agreement and as described in Appendix 9. In the case of employees in receipt of short-term illness and injury plan benefits, the Employer shall prepay 30 calendar days of any one claim.

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 special leave, at their regular rate of pay. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, spouse (including common-law spouse), child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, stepgrandchild, stepparent 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 son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at their regular rate of pay for one 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 with appropriate number of days to vacation leave credits.
- (e) Auxiliary employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.
- (f) 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, a regular employee shall be entitled to special leave with pay for the following:
 - (1) marriage of the employeethree days;
 - (2) attend wedding of the employee's child one day;
 - (3) birth or adoption of the employee's childone day;
 - (4) serious household or domestic emergency.....one day;
 - (5) moving household furniture and effects one day;
 - (6) attend their formal hearing to become a Canadian citizen..... one day;
 - (7) attend funeral as pallbearer or mourner.....one day;
 - (8) court appearance for hearing of employee's childone day.
- (b) Two 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 occasions within the preceding 12 months.

20.3 Family Illness

(a) In the case of illness of a dependent child, spouse, grandchild or parent in care of an employee, permanently residing in the employee's residence, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse, grandchild or parent in care the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner to confirm the necessity for such leave.

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 90 days;

(b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year;

(c) for employees elected to a public office for a maximum period of five years;

(d) for an employee elected to the position of President, Treasurer or Vice-President of the B.C. Government and Service Employees' Union. The leave shall be for a period of three 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, all hours shall be considered time worked.

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.

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, room and board expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular employee may be granted leave without pay, to take courses in which the employee wishes to enrol.

20.8 Educational 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 employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one year which may be renewed by mutual agreement. Such leave may be without pay and must be requested in writing explaining the reasons for the leave and how it will benefit the employee and the Employer.

20.9 Elections

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

20.10 General Leave

(a) 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 verbally for withholding approval.

(b) For any leaves of five continuous days or longer, the employee shall pay in advance to the Employer 100% of the costs of all such health and welfare benefits for the entire duration of the leave.

20.11 Leave for Medical/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, dependent children, dependent grandchildren or parents in care, permanently residing in the employee's residence, shall be permitted. Where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.12.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of five days at the length of the shift in effect at the time of such leave to receive

medical and dental care at the nearest medical centre for the employee, their spouse, dependent child, dependent grandchild 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 Maximum Leave Entitlement

The total of leaves taken under Clauses 20.2, 20.3, 20.11, and 20.14 shall not exceed 35 hours from work per calendar year, unless additional special leave is approved by the Employer.

20.13 Emergency Service Leave

Where employees' services are required for emergency operations by request from provincial emergency programs or BC Ambulance or appropriate police or fire authority, leave from work as required shall be granted without loss of basic pay. If any remuneration, other than for expenses, is received it shall be remitted to the Employer. This clause applies to a maximum of one employee per crew per calendar month, unless mutually agreed to otherwise.

In order for an employee to qualify for paid leave, they must provide written evidence (i.e. a letter from the applicable authority), in order to get paid.

20.14 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Leave will be in accordance with Clause 20.12.

20.15 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two 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 weeks' notice is required for leave under this provision. Where two 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. The Employer may withhold the leave if at least one week's notice is not provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

20.16 Canadian Armed Forces

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

(1) *Without Pay* – where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(2) *Without Pay* – where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities.

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

- (a) An employee is entitled to pregnancy leave of up to 17 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 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of pregnancy leave shall commence six 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.
- (d) A pregnant employee who cannot perform all the duties of their own occupation on the advice of their doctor during a period not covered by wage loss benefits from any source will remain on payroll and be provided with alternate duties which they can perform.

21.2 Pregnancy Leave Allowance

- (a) An employee who qualifies for pregnancy leave pursuant to Clause 21.1, shall be paid maternity leave allowance in accordance with the Supplementary Employment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for pregnancy leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SUB) Plan, the pregnancy leave allowance will consist of:
 - (1) two weeks at 85% of the employee's basic pay;
 - (2) fifteen additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay unless pregnancy leave has been taken, in which case the leave will be up to 35 weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four 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 21.5;

(2) in the case of a father, following the birth or adoption of the child and conclude within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

21.4 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to 37 weeks following the adoption of a child.

21.5 Extension of Leaves

Employees who are entitled to leave pursuant to Clauses 21.1 and 21.3 or Clauses 21.4 and 21.3 shall be entitled to an extended leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Clause 21.1, 21.3 or 21.4.

21.6 Benefit Continuation

(a) For leaves taken pursuant to Clauses 21.1, 21.3, 21.4 and 21.5 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 21.7 the Employer will recover monies paid pursuant to this clause.

21.7 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.3, 21.4 and 21.5 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave pursuant to Article 21 or Clause 20.16, or if they do not return to work after having given such advice.

21.8 Entitlements Upon Return to Work

(a) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1, 21.3 or 21.4 providing the employee returns to work for a period of not less than six 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 pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six months return to work required in (a) as a result of proceeding on pregnancy, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent pregnancy, parental or adoption leave.

21.9 Pregnancy Leave Allowance Repayment

To be entitled to the pregnancy allowance pursuant to Clause 21.2, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer for the pregnancy leave allowance received under Clauses 21.2 above in full.

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 British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this article.

22.2 Safety Program

Pursuant to WCB Occupational Health and Safety Regulations, the Employer shall establish a Safety Program and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Occupational Health and Safety Committee and the appropriate union area office(s).

22.3 Joint Occupational Health and Safety Committee

- (a) The Employer shall initiate and maintain, at the regular place of employment, local occupational health and safety committees where there is, subject to the provisions of Clause 22.1, a workforce of 20 or more workers in an operation or work area classified as A (high) or B (medium) by WCB First Aid Regulations.
- (b) Employees who are representatives of this committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations.
- (c) Committee meetings shall be scheduled during normal working hours whenever possible. For the highway maintenance service area there shall be one face-to-face meeting to be scheduled per year and one video conference to be scheduled, using the Nanaimo BCGEU and Mainroad Cumberland Offices as the link locations. The number of representatives from each side will be a maximum of three representatives from the Union and three representatives from the Employer. The Committee will endeavour to have representatives from each of the Road Crew, Mechanical Crew and Bridge Crew. Time spent by designated committee members attending meetings held on their day 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 the straight-time rate.
- (d) There shall be equal employee and employer representation and the chairing of such meetings will alternate between the employees and the Employer.

22.4 Unsafe Work Conditions

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

- (a) a member of the Occupational Health and Safety Committee, or
- (b) a person designated by the Occupational Health and Safety Committee, or
- (c) a safety officer; or

(d) a steward at a worksite where there is no safety committee representative after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.5 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.

22.6 Transportation of Accident Victims

Transportation to and from, if required, 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.

22.7 Investigation of Accidents

(a) Pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations section governing Accident Reports and Investigations, all accidents shall be investigated jointly by at least one representative designated by the Union and one employer representative.

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

- (1) Workers' Compensation Board
- (2) Employer designate(s)
- (3) Occupational Health and Safety Committee members
- (4) The appropriate union office

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

(d) Time spent in accident investigation will be considered time worked based on the employee classification in effect at the time of the investigation.

22.8 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. The Employer shall provide a computer with computer access to the *WC Act* and Regulations at each worksite. Paper copies will be available at worksites where computer access is not required.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant, in addition to their normal job responsibilities shall receive the following

allowance effective from the date of ratification of this agreement by the parties on the basis of the class of certificate which they hold:

- (1) Occupational First Aid Certificate, Level 2 - 43¢ per hour worked to a biweekly maximum of \$30.
 - (2) Occupational First Aid Certificate, Level 3 - 60¢ per hour worked to a biweekly maximum of \$42.
- (d)
- (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
 - (2) Where no employee within the work group possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
 - (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work group 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 auxiliary 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 12.2.
 - (5) Failing (4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB 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.

22.9 Unresolved Safety Issues

The Occupational Health and Safety Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the Workers' Compensation Board.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer will 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*.

22.11 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications and have a pre-arranged "*employee check*" made at specified intervals, and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on "*radio controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.12 Working Alone

- (a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well-being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.
- (b) The frequency of employee checks shall be increased proportionate to the nature of the hazard under which the employee is working. For example: extreme weather conditions; as the temperature decreases, the frequency of checks shall increase.
- (c) Where conflict arises out of the administration of this clause, WorkSafeBC regulations will prevail.

22.13 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 post traumatic 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 \$4000.

22.14 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of current pay. The Employer will, where possible, schedule hearing examinations during an employee's regularly scheduled workday.

22.15 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 days training for all OHS Committee members and designated safety representatives pursuant to the WCA and OHSR within six months of appointment.
- (b) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by WorkSafeBC.
- (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.

22.16 Skin Protection from Ultraviolet Radiation

The Joint OHS 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 WorkSafeBC 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 Recognition of Technological Change

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes and technology.
- (c) In light of this mutual recognition the parties have agreed to the following.

23.2 Notice of Technological Change

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

23.3 Waiving of Notice

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

23.4 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 Regular Employees

The Employer agrees not to contract out any work presently performed by regular employees, covered by this agreement, which would result in the laying off of such employees.

24.2 Auxiliary Recall

It will not be deemed to be a violation of this agreement when the Employer contracts out work which results in an auxiliary employee on layoff not being recalled for a work assignment.

24.3 Contracting In

Nothing in this agreement prohibits the Employer from contracting with any other 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 Joint 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.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Eligibility

Auxiliary employees shall be eligible for coverage under the Medical Services Plan of British Columbia and the Employer's medical, dental and group insurance plans effective the first day of the month following their appointment to regular status. All other regular employees who are placed in a regular position shall have a 90 day waiting period before they become eligible for such health and dental benefits of this agreement and such benefits will become effective the first day of the month following the 90 day waiting period.

25.2 Short-Term Illness and Injury Plan

The Employer will provide a short-term illness and injury plan (STIIP) that entitles eligible employees to a benefit of 75% of basic pay for a period not to exceed seven months as provided for in Appendix 9.

25.3 Basic Medical Insurance

All eligible employees may choose to be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

25.4 Extended Health Care Plan

The Employer's Extended Health Care Plan will entitle eligible employees and spouse to coverage for eye glasses or contact lenses of \$417.35 in any continuous period of 24 months, and will entitle dependent children of eligible employees to coverage for eye glasses or contact lenses of \$417.35, in any continuous period of 12 months. In addition, there will be an allowance for hearing aids of \$834.68 per 36 month period. In accordance with current practice, laser eye surgery will continue to be covered under vision care.

25.5 Dental Plan

Eligible employees shall be entitled to coverage under the Employer's dental insurance plan as follows:

- (a) *Part A* - 100% coverage

- (b) *Part B* - 60% coverage
- (c) *Part C* - 50% coverage, subject to participating in the Employer's dental plan for at least six months and subject to a maximum lifetime payment of \$3,000 per patient.

25.6 Group Life Insurance

Eligible employees shall be entitled to coverage under the Employer's group life and accidental death and dismemberment insurance plan as follows:

Group Life Principal Sum — twice an eligible annual basic pay on pre-disability income subject to a minimum of \$100,000.

25.7 Medical Examination

Where the Employer requires a medical examination, the Employer agrees to arrange for and pay for the medical examination to be taken during the employee's normal working hours without loss of current pay.

25.8 Long-Term Disability

Eligible employees shall be entitled to coverage for long-term disability as provided for under Appendix 9, Short and Long-Term Disability.

25.9 Benefit Coverage While on STIIP/LTD/WCB

- (a) The Employer shall maintain coverage for the Medical Services Plan of British Columbia, extended health benefits, dental care benefits, group life, accidental death and dismemberment, short and long-term disability and pension plan contributions and shall pay the Employer's share of these benefits while an employee is in receipt of benefits pursuant to short and long-term disability plan or Workers' Compensation Board claim.
- (b) Vacation entitlement and vacation pay for an eligible employee on a short-term illness and injury, or Workers' Compensation Board claim shall continue to accrue for a maximum of six months while the employee is on such a claim. Vacation earned pursuant to this article may be carried over to the following year pursuant to Clause 18.6. Vacation displaced for any of the above reasons shall be taken at a mutually agreed time following the employee's return to work.
- (c) On return from leave an employee shall be placed in their former position.

25.10 Employer to Provide Coverage

The Employer shall provide coverage as set out in the policies described in Clauses 25.2, 25.3, 25.4, 25.5, 25.6 and 25.8 above as provided for in and shall pay 100% of the premiums as set out in these policies. Benefit coverage will remain in effect until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Clause 25.6 above.

Should an employee choose coverage under any of Clauses 25.2, 25.4, 25.5, 25.6 or 25.8 then the employee must have coverage under Clause 25.3.

25.11 Workers' Compensation Benefits

- (a) Where an employee makes application for Workers' Compensation Board benefits they will make application for STIIP benefits at the same time. Where an eligible employee is on a claim recognized by the Workers' Compensation Board, they shall be entitled to leave at their regular rate of pay up to a maximum of 152 days for any one claim in lieu of benefits as outlined in Appendix 9, Short and Long-

Term Disability. In such cases, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer. During the 152 days leave period the employee will be kept whole by the Employer on the basis of (b) below.

(b) Earnings for the purpose of Workers' Compensation Board leave will be calculated according to Workers' Compensation Board regulations as described below:

Average earnings for the purposes of Workers' Compensation Board leave is calculated on the daily wages or other regular remuneration which the worker was receiving at the time of injury. Compensation based on this rate will continue until the end of the worker's temporary disability or the eight week review, whichever comes first. An eight week review is made where wage-loss payments based on the worker's rate of pay at the date of injury have continued for eight weeks. This review consists of an enquiry and determination of what earnings rate best represent the actual loss of earnings suffered by the worker by reason of the injury. Earnings in the one year period prior to the injury are obtained and used to reflect the actual loss of earnings. If at the beginning of the ninth week there is insufficient information on which to complete the eight week rate review, a provisional rate will be set until sufficient information is received. Where a change is determined, the change will take effect at the beginning of the week following the first eight weeks payment of wage-loss benefits.

Auxiliaries' average earnings is calculated based on scheduled hours worked, prior year or prior three months' information. Workers' Compensation Board gives auxiliaries the option to provide more information, in order to support their claim.

25.12 Employee Assistance Program

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

- (a) total cost will not exceed \$2,500 per calendar year, with carry forward of unused portions from one year to the next;
- (b) personal counselling services will be provided for regular employees who have completed their probationary period and their families;
- (c) the Employer shall provide a list of local counselling companies to the Union which shall be used by the employees from within the local area. If a local counselling company is not available, then the Employer shall identify alternate counsellors;
- (d) the program will be confidential and bills will be sent by the counselling company to the Employer;
- (e) counselling visits will be limited to a maximum of six per client;
- (f) the counselling service shall, when billing the Employer, identify who has used the service and on which day(s). This information shall only be forwarded to the General Manager and/or Employee Relations Manager;
- (g) a member of an employee's family shall be defined as a spouse and children.

25.13 Continuation of Benefits

Eligible employees who are eligible for benefits under Clause 25.1 above, shall be entitled to maintain coverage as set out in the policies for dental, extended health, group life, accidental death and dismemberment and basic medical insurance plans above, for a maximum period of six consecutive months immediately following the month in which an employee loses benefit coverage by prepaying 100% of the premiums to the Employer.

25.14 Copies of the Benefit Plan

- (a) A copy of the master contracts with the carrier for all the benefit plans contained within Article 25 shall be sent to the President of the Union and the appropriate union area office.
- (b) The Employer will provide a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage. The cost of such a pamphlet shall be borne by the Employer.

25.15 Change of Carrier

The Employer shall at their option have the right to change benefit plan carriers. In doing so, the Employer agrees to provide benefits similar to those of the existing plan and will not enter into an agreement to change carriers without prior approval of the Union.

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 protective apparel in accordance with Memorandum of Understanding 3.

26.2 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Board Regulations. Where safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis in accordance with Memorandum of Understanding 3.

26.3 Lockers

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

26.4 Replacement Provisions

Replacement of unserviceable items will be made upon surrender of the items to be replaced.

26.5 Tools

- (a) No employees, other than those classified as tradespersons, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair employer owned, rented or leased equipment, and
- (c) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*", as used in this section, shall mean sharpening and keeping in good working condition.
- (d) The Employer will replace the employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such

loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of their tools approved by the appropriate employer designate detailing the number, type, make, and serial number (if applicable) of each tool.

(e) All regular employees of the mechanical job classification series will be eligible for reimbursement of tools they have purchased that are determined by the Employer to be required because of new technology. The reimbursement must be pre-approved by the Employer, and receipts must be produced.

(f) *Tool Allowance*

The Employer agrees to provide a tool allowance on the date of ratification and every two years thereafter for receipted work related tool purchases.

- \$357.73 per regular mechanic
- \$119.24 per regular welder

26.6 Comprehensive Insurance

(a) The Employer agrees to provide comprehensive insurance covering tools, tool boxes, reference texts and instruments owned by an employee and which are required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.

(b) Employees shall provide a comprehensive list of all tools requiring insurance, and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four weeks after they commence employment.

(b) A comprehensive statement detailing all payments, allowances, pension/RRSP/RSP contributions (employer and employee) and deductions shall be provided electronically, on or before payday for each pay period. All premiums and allowances payable shall be paid out no later than three weeks from the date of earning them.

(c) Where direct deposit is instituted the Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday. Where direct deposit is not available on payday, the Employer will provide the employee with a manual cheque on or before payday.

27.2 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1 and 2.

27.3 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position, they shall receive the rate for the job.

(b) Where an employee works part days at a higher paying position, for more than one-half hour, they shall be paid the higher rate by one-half day increments.

(c) Substitution to a higher bargaining unit position shall be offered to the most senior available qualified employee in the appropriate classification subject to the employee's ability to perform the job. Failing substitution to the higher position by a more senior qualified employee, the junior qualified employee in the classification series will perform the duties of the substitution position as requested.

27.4 Rate of Pay on Reclassification or Promotion

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

27.5 Pay on Temporary Assignment

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

27.6 Wage Protection and Downward Reclassification of Position

(a) An employee shall not have their salary reduced by reason of a change in the classification of their position or placement into another position with a lower salary, except in cases where it is caused by the employee or as a result of Article 13 — Layoff.

(b) Such 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.

(c) 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 rate of their new classification.

(d) Such employee shall receive the full negotiated salary increases for their new classification thereafter.

27.7 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.

Vehicle allowance shall be 54¢ per kilometre. If Revenue Canada increases its deductibility rate during the life of this agreement, the above rate shall be increased accordingly.

27.8 Meal Allowances

Employees on travel status away from their seniority block shall be entitled to a meal allowance from the time spent away from their seniority block in accordance with Clause 34.7.

Meal allowances shall be:

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

27.9 Abnormal Working Conditions

Both parties to this agreement recognize that employees may be required to work under abnormal working conditions, and, where it is unavoidable:

(a) *Dirty Money*

A premium allowance of \$1.19 per hour shall be paid in addition to regular rates of pay to employees required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed. This premium shall also apply as in the letter of intent "*Clause 27.10, Abnormal Working Conditions*".

(b) *Welding and Cutting of Galvanized Material*

A premium allowance of \$1.19 shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half hour.

27.10 Upgrading Qualifications

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

27.11 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be as per Appendix 4.

27.12 Relocation Expenses

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses as per Appendix 4.

27.13 Retirement Allowance

(a) Upon retirement from service, an employee who has completed 20 years of continuous service, and who under the provisions of the Pension Plan is entitled to receive a benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary.

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

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

(c) The retirement allowance will only apply to regular employees who would be eligible at the time of the expiry of the existing collective agreement, September 1, 2018.

27.14 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall following the submission of the appropriate documentation and receipts be entitled to claim for one seven minute telephone call, within British Columbia or an employee may opt to use their own cell phone, in which case, a premium of \$3 per day will be paid.

An employee will not be required to answer communication on their personal cell phone, from the Employer, during working hours.

27.15 Work Time Records

- (a) Any change to an employee's record of time worked which affects their wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.
- (b) All employees shall submit a record of their time on a daily basis to their foreman or supervisor.

27.16 Training Allowance

Employees who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of \$23.86 per day while training. In such cases, the employee selected by the Employer with the ability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.17 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.

27.18 Salary Rate on Demotion

Subject to Clause 27.6, when an employee is demoted, the employee shall receive the rate of pay for the lower rated position.

27.19 Isolation Allowance

An isolation allowance shall be paid to each employee in accordance with Appendix 5, "*Isolation Allowances*".

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Classification Specifications**

Classification specifications shall be established by mutual agreement between the Employer and the Union.

28.2 Classification and Salary Adjustments

- (a) When a new or substantially altered classification covered by this agreement is introduced, or a different or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, or a different or substantially altered piece of equipment, within 10 days of their first meeting or other such period agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter, within 21 calendar days, to expedited arbitration pursuant to Clause 9.6. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

28.3 Reclassification

The Employer agrees to consider reclassification of those employees who have a history of working in a higher classification. The Joint Labour/Management Committee will determine which employees will be considered for re-classification.

ARTICLE 29 - HARASSMENT

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, gender identity or expression 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 consequences 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 well-being; 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 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 agrees to maintain an anti-bullying policy in compliance with WorkSafeBC that includes a complaint procedure.

29.4 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 months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the Board of Directors or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the General Manager in writing within 15 days of receipt of the complaint. The General Manager shall within 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.

- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within 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.
- (h) The cost of the adjudicator will be shared equally between the parties.
- (i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (k) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this article shall be treated in strict confidence by all parties involved.

ARTICLE 30 - APPRENTICESHIP PROGRAM

30.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that apprenticeship programs are the normal procedures for obtaining journeyman qualifications. Administration and implementation of apprenticeship programs will be administered by the Employer. For the purposes of this agreement, apprentices shall be treated as regular employees, however, such employees are indentured under a Contract of Apprenticeship pursuant to the *Apprenticeship Act*. This contract may be subject to cancellation. The severance pay provisions of Article 13 do not apply in such a situation, however such an employee may opt to remain on the regular recall list for a period of one year for recall to an apprentice vacancy in the same trade. The Company agrees that there will be no regular employee within the classification series of the apprentice on layoff during the term of an apprenticeship program. Expressions of interest will be sought from existing employees before selections for an apprenticeship program are made.

30.2 Apprentices Attending School as Required by BC Ministry of Education, Skills and Training

- (a) When an apprentice is attending school as required by the BC Ministry of Education, Skills and Training, they shall be paid their appropriate wage rate. When eligible, the apprentice shall apply for a wage allowance from the Canadian Employment and Immigration Commission and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Canadian Employment and Immigration Commission wage allowance.

30.3 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 27.11 and 27.12 of this agreement.

30.4 Apprentice's Moving Expenses

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

30.5 Employment

Upon completion of an Apprenticeship Program, no employee shall be entitled to the provisions of Clause 13.1 unless the employee was entitled to such provisions prior to the commencement of their apprenticeship or the employee is offered a regular position pursuant to Article 12.

30.6 Apprenticeship Ratio

The Employer agrees to review annually at the Joint Labour/Management Committee the operational need for apprentices.

ARTICLE 31 - TRAINING AND SERVICE CAREER POLICY

31.1 On-the-Job Employee Training

Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

- (a) review the annual training recommendations of the Labour/Management Committee for the purposes of upgrading and/or developing training programs for trades and other classifications;
- (b) establish training programs for new major equipment brought into Highway Maintenance Service Area 2;
- (c) ensure that sufficient numbers of operators are trained for each major type of equipment that is normally located and used in a yard taking into account variables such as vacation coverage, seasonal requirements and operational needs:
 - (1) ensure there are at least two machine operator regular employees, in excess of the normal number of regular employee operators, trained to operate equipment rated at the Machine Operator 2 job classification level or higher;
 - (2) when two machine operator regular employees are not trained, as provided for in (1) above, training will be initiated as soon as reasonably possible given operational considerations;
 - (3) in seniority blocks with 10 or less machine operator regular employees, the number in (1) and (2) above will read as one.
- (d) review the status of training programs at meetings of the Labour/Management Committee.

31.2 Selection for Training

When any training is required within a seniority block the Employer will place a Notice of Training on the appropriate union bulletin board. This notice will indicate pre-training criteria, and the job classification and equipment being offered for training. The Employer will offer the training to the applicants in the following order:

- (a) Senior regular employee within the classification of training;
- (b) Senior regular employee within the classification series of training;
- (c) Senior auxiliary within the appropriate work group.

Employees from other classification series may apply for training and the Employer will consider such applications.

To be considered for training employees must respond in writing to a Notice of Training. Unless the Employer requires otherwise, or if the equipment is new to the Employer, an employee shall not be selected and trained on more than two types of equipment per calendar year.

31.3 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job operator training in writing.
- (b) Training shall be considered time worked.
- (c) An employee who is not accepted for a training program will be so informed in writing by the Employer.
- (d) Prior to the commencement of a training course, the Employer shall establish a program and schedule for the training and review the same with the selected trainer and trainees. Training programs will be designed to address the operating complexity of the equipment and adapted to account for the skills inventory of the trainee. Once a training program has commenced, the Employer agrees to complete it within the above schedule excepting delays resulting from conditions beyond the reasonable control of the Employer.
- (e) Employees designated for training, will have their progress monitored by the Employer. An employee shall be informed of their progress towards the successful completion of their training program. Training programs shall be designed in such a manner as to provide a consistent approach in the instruction of employees involved.

Should the Employer determine that the employee's progress is not satisfactory, then the training program for the employee will cease. An employee rejected from a training program will be so informed in writing by the Employer.

- (f) Unless the employee is under direct supervision, an employee proficiently operating equipment at a higher rate shall receive substitution pay in accordance with Clause 27.3(a). The Employer and the trainer shall determine if the employee is proficiently operating the equipment.
- (g) The Employer will provide a list of qualified driver trainers for the various types of equipment.

31.4 Completion of Courses on Company Time

Employees shall be granted reasonable time during the regular workday to complete employer approved courses.

31.5 Reimbursement of Approved Courses

- (a) Employees shall, upon successful completion of job related courses, be reimbursed 100% of employer pre-approved costs.
- (b) The parties to this agreement may mutually agree to an alternate reimbursement percentage for approved non-job related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer,
- (d) Where the Employer requires an employee to upgrade their skills or qualifications to operate or maintain equipment, carry out responsibilities on OH&S committees, comply with WCB or other regulatory agency regulations, the cost of training and normal travel expenses, as per this agreement, will be borne by the Employer.

31.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, the Employer shall provide all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix 4.

31.7 Examinations

Upon successful completion of a training program, an employee will, if required by the Employer, write an examination and/or complete an equipment operation test conducted by the trainer to demonstrate their proficiency. Employees shall be permitted to write any examination required by the Employer upon satisfactory completion of the necessary training program. Employees who fail an examination may, upon written request, review a copy of their examination and shall be eligible to be re-examined once within 60 calendar days if requested. This provision shall not apply to examinations set as a condition of employment.

A copy of any examination required by the Employer pertaining to any classification covered by this collective agreement shall upon written request be made available for review by the Labour/Management Committee.

31.8 Post Training Work Opportunities

The Union and the Employer agree that it is beneficial to provide newly trained employees regular opportunities to practise the skills for which they have been trained. To provide for this, senior employees will not exercise their seniority rights over junior, trained employees assigned by the Employer to maintain their new skills provided that the junior trained employee does not work more than one shift per month unless they are substituting for an absent senior employee as per Clause 27.3. Employees may, by mutual agreement, agree to work more than one shift per month.

ARTICLE 32 - AUXILIARY EMPLOYEES

32.1 Letter of Appointment

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. A copy of each auxiliary employment letter will be sent to the appropriate union area office.
- (b) Auxiliary employees converted to regular status pursuant to Article 12 shall be notified in writing. Such letter shall indicate conversion date, point of assembly, and necessary documentation to enrol in the employee benefit program.

- (c) The Employer shall provide an auxiliary employee with a letter of appointment stating the expected duration of employment and rate of pay.
- (d) The Employer shall provide employees with as much notice of layoff as is operationally feasible.

32.2 Layoff and Recall

- (a) Layoff of auxiliary employees will be by classification in reverse order of seniority in a seniority block.

The Employer shall provide auxiliary employees with three workdays notification of layoff when the auxiliary appointment is greater than four months; notwithstanding such notice, the Employer will not be required to renew a layoff notice after it has been given when operational and/or weather conditions require an extension of the appointment beyond the layoff date.

- (b) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block provided the employee is qualified to carry out the work which is available.

- (c) *Offers of Auxiliary Work:*

- (1)
 - (i) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted for work that is available. These scheduled time periods will be established by seniority block based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three hours on any one day.
 - (ii) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact points during these scheduled time periods.
 - (iii) Auxiliary employees will provide a direct communication link that will give them personal contact with their regular seniority block contact person. This communication link must be appropriate to the Employer's operation and may include telephone or radio telephone.
 - (iv) Auxiliary employees on layoff who experience problems with their communication link, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (4) below, are required to contact their regular seniority block contact person in advance of the scheduled time periods as designated by the Employer. Auxiliary employees may be required to contact their regular assembly point contact person during the scheduled time period to obtain a specific work schedule.
- (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(d).
- (3) An employee who declines work or is unavailable to accept contact from the Employer for work on three separate occasions in the calendar periods between November 1st and April 30th inclusive, or May 1st and October 31st inclusive will lose their seniority and be considered terminated for just cause.
- (4) Auxiliary employees who are unavailable in the following circumstances and who advise their seniority block contact person in advance that they are unavailable, will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(d) in the following circumstances:

- (i) absence on a WCB claim;
- (ii) pregnancy leave;
- (iii) absence on bereavement leave without pay;
- (iv) illness; proof of illness may be required if the absence is greater than four days or where it appears a pattern of consistent or frequent absence is developing;
- (v) jury duty;
- (vi) illness of a dependent child of an employee or child who is a ward of the court, where 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;
- (vii) union leave per Clauses 2.10(e) and 2.11;
- (viii) leave pursuant to Clause 32.4 (b).

(d) The Employer may hire new auxiliary winter shift employees, for orientation and training purposes, prior to the recall of the former auxiliary employees. Such orientation and training shall not constitute a normal recall for the purpose of (b) above. Such auxiliary employees will not accrue seniority in accordance with Clause 11.1(b) during orientation and training.

- *NOTE: Classroom training and/or initial operator orientation (up to one day in total [could occur over two days]) will not be considered "start date" for the purposes of auxiliary seniority.*

32.3 Health and Welfare (Auxiliary "in-lieu" dollars)

In lieu of health and welfare benefits, auxiliary employees shall receive additional compensation as follows:

- \$1.20 per hour to a maximum of \$84 biweekly

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

Note: this will also apply to post age 65 where applicable.

32.4 Vacation Entitlement for Auxiliary Employees

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Auxiliary employees shall receive such earned vacation pay on each paycheque.
- (b) Auxiliary employees shall be entitled to leaves of absence without pay to a maximum of 70 hours per vacation year.
- (c) Auxiliary employees shall provide adequate notice and the approval shall not be unnecessarily withheld.

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*.

- (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 32.1(b) 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

Eligible Employees for the purpose of the BC Target Benefit Plan include all regular employees, auxiliary employees pursuant to Clause 32.1(b) and those employees as provided for in the *Pension Benefits Standards Act* of British Columbia who are eligible "after completing two years of employment with earnings of not less than 35% of the Year's Maximum Pensionable Earnings as annually determined by Revenue Canada in each of two consecutive calendar years".

Within seven 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.

The Employer shall review all auxiliary employee time records twice annually, once on June 1st and once on December 1st. 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 inquiring if they have reached the YMPE threshold at any time.

33.3 Contribution Rates

- (a) The Employer's contribution rate to the Pension Fund shall be 7% of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings 7% and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.
- (b) Effective September 1, 2018, the employer contribution rate shall be reduced by 2%. The employer contributions will be restored to the previous level with 50% of wage increases (The Labour Component of the Annual Price Adjustment [COLA] in the Ministry of Transportation and Infrastructure Maintenance Agreement [Schedule XX]) that come into effect after the 4% in COLA increase savings are realized.
- (c) Employees who participate in the Plan shall have the opportunity to make voluntary contributions up to allowable limits under the *Income Tax Act*.

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 the wages, disability income pursuant to the provisions of Article 25, Workers' Compensation Board benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other allowances shall also be included in the determination of gross earnings as follows:

- special certificate allowances
- first aid allowance
- danger pay and dirty money
- shift differential
- service bonuses

33.5 Remittance of Contributions

- (a) All employer and employee required contributions shall be paid no later than 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 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 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 full month.

The payment of such delinquency charge will be made in a manner prescribed by the B.C. Government and Service Employees' Union 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 short or long-term disability income pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted to the Pension Plan by the Employer the same pension contributions as set out above. Such amount shall be based on the disability benefit received.

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.

ARTICLE 34 - GENERAL CONDITIONS

34.1 Point of Assembly

Each employee will be assigned a regular point of assembly within their seniority block, such as a yard, maintenance depot, office, etc.

A regular employee's point of assembly can only be changed after consultation with the Joint Labour/Management Committee.

34.2 Return to Regular Point of Assembly

Both parties recognize the desirability of employees returning from field locations to their regular point of assembly 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 the regular point of assembly for rest days.

34.3 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field location. For vehicle use under this clause and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of BC because of impairment and will be subject to disciplinary action up to and including termination.

34.4 Indemnity

(a) *Civil Actions*

Except where 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 and to pay any legal costs incurred in the proceedings including those of the employee except where there has been flagrant or wilful negligence on the part of an 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 him/her, 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 himself 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 proceedings 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 proceedings of any nature or kind.

34.5 Copies of Agreement

(a) Copies of the agreement will be printed by the Union for distribution to each employee and the Employer. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreement to its members and the Employer.

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

COLLECTIVE AGREEMENT
between
MAINROAD MID-ISLAND CONTRACTING LP
(Highways Maintenance Service Area 2)
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from September 1, 2018 to August 31, 2026

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

(d) The Union will provide 50 copies of the printed agreement to the Employer within 90 days of the signing. Ninety days may be waived in extenuating circumstances.

(e) The Union will provide a copy of the agreement electronically to the Employer.

34.6 Travel Advance

Employees who proceed on travel status shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly, the frequency of reimbursement, meal allowances and accommodation arrangements made by the Employer.

34.7 Technical Orders

Trade qualified employees will take technical orders only from a supervisor in their own, or a related trade, or Management when supervisors are not available.

34.8 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 do not, other than regular council or board meetings, require the employee to be away from work.

(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.

34.9 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to \$300.

34.10 Personal Property Damage

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

34.11 Telephone Facilities

Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities in which case no telephone allowances will be paid.

ARTICLE 35 - TERM OF AGREEMENT**35.1 Duration**

This agreement shall be binding on the parties and shall be effective from September 1, 2018 until midnight August 31, 2026.

35.2 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 May 1, 2026, but in any event not later than midnight, June 1, 2026.
- (b) Where no notice is given by either party prior to June 1, 2026, both parties shall be deemed to have given notice under this section on June 1, 2026.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.
- (d) Where a party to this agreement has given notice under Subsection (a) above, the parties shall, within 10 days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

35.3 Changes in Agreement

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

35.4 Limitations

- (a) The signing of this agreement supersedes all other agreements and understandings between the parties hereto.
- (b) The parties hereto agree that the operation of Section 50(2); 50(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

35.5 Joint Orientation

Within 90 days of ratification of this agreement, a joint orientation session involving all stewards, bargaining committee members and supervisory personnel will be held to review the terms and conditions of this agreement. Leave with pay for the employee's normal workday will be granted to employees. The Union will pay for all other expenses.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Frank Rizzardo
President & General Manager

Danny Campbell, Bargaining Committee Chair
Service Area 2

Corinna Francis
Human Resources

Brad Cornish, Bargaining Committee
Service Area 2

Tammy Smyth
Human Resources

Sheryl Boire, Bargaining Committee Chair
Service Area 2

Frank Anderson, Regional Coordinator

Nathan Sharp
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX 1
Hourly Rate Pay Schedule

Classification Series	Current	COLA	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*
		Sept 1/17	Sept 1/19	Sept 1/20	Sept 1/21	Sept 1/22	Sept 1/23	Sept 1/24	Sept 1/25	Sept 1/26
Bridge Apprentice Yr 1	21.64	22.10	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Apprentice Yr 2	24.98	25.51	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Apprentice Yr 3	29.96	30.60	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridge Labourer	29.90	30.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Labourer	28.59	29.20	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic Apprentice Yr 1	22.24	22.71	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 1	28.59	29.20	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 2	29.91	30.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 3	30.83	31.48	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 4	31.17	31.83	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 5	32.32	33.01	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mech Service Person	28.59	29.20								
Foreman 1	33.30	34.01	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 2	35.10	35.84	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 3	35.83	36.59	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Sign Maintenance Person	30.83	31.48	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TSS Bridgeworker	36.12	36.78	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJ Bridgeworker	33.30	34.01	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJ Ind Warehouse Person	31.97	32.65	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJ Mechanic	34.20	34.93	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJ Welder	34.20	34.93	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TL Bridgeworker	34.01	34.73	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TL Ind Warehouse Person	32.66	33.35	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TL Mechanic	34.91	35.65	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TS Bridgeworker	34.74	35.48	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJ Carpenter**	xx	32.65	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TS Mechanic	35.63	36.39	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Warehouse Parts Person	29.90	30.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Warehouse Stock Person	28.59	29.20	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA

*“COLA” refers to: The Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule XXXX), or 0%, whichever is higher.

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

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

**Qualified employees will be paid this rate, providing they will complete the necessary education to a TJ Bridgeworker within a timeframe agreed to by the parties. Upon such completion, they will be paid the TJ Bridgeworker rate.

Wage Appendix – Auxiliary Employees

Auxiliary wages will be based on the Appendix 1 wage scale as follows:

- 85% - 0 to 1000 hours
- 90% - 1001 to 1500 hours

- 95% - 1501 to 2000 hours
- 100% - 2001 hours or more

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

**APPENDIX 2
Rates of Pay for Apprentices**

Two-year Apprenticeship Program

- 1st year 65% of certified journeyman rate*
- 2nd year 90% of certified journeyman rate

Three-year Apprenticeship Program

- 1st year 65% of certified journeyman rate*
- 2nd year 75% of certified journeyman rate
- 3rd year 90% of certified journeyman rate

Four-year Apprenticeship Program

- 1st year 65% of certified journeyman rate*
- 2nd year 70% of certified journeyman rate
- 3rd year 80% of certified journeyman rate
- 4th year 90% of certified journeyman rate

Five-year Apprenticeship Program

- 1st year 65% of certified journeyman rate*
- 2nd year 70% of certified journeyman rate
- 3rd year 75% of certified journeyman rate
- 4th year 85% of certified journeyman rate
- 5th year 90% of certified journeyman rate

* *Becomes 60% if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured.*

**APPENDIX 3
Job Descriptions and Equipment List**

Cars	MO1
Pickup Trucks	MO1
Crew Transport	MO1
Hand Operated Compacting Equipment	MO1
Concrete Mixer	MO1
Chip Spreader (tail end)	MO1
Labourer	MO1
Flag person	MO1
1-2 Ton Trucks.....	MO1
Bituminous Sprayer (rear)	MO1

Pull Behind Broom	MO1
Power Saw and Brush Cutter	MO1
Chip Spreader (front)	MO1
Wood Chipper	MO1
Bituminous Raker Man	MO1
Curbing Machine	MO1
Fork Lift (under 2000 kg)	MO1
Passenger/Patient Transport	MO1
4-5 Ton Trucks (with attachment)	MO2
Self-Propelled Ride-On Roller (under 40")	MO2
Compressor with Rock Drill	MO2
Gravel Screening Plant	MO2
Bobcats	MO2
Single Axel Hiab, Water Trucks	MO2
Fork Lifts (over 2000 kg)	MO2
Vehicles in Excess of 8 Passengers	MO2
Mini Excavator (under 10 tonne)	MO2
Tandems (with attachments)	MO3
Self-Propelled Sweepers	MO3
Self-Propelled Ride-On Roller (over 40")	MO3
Mowers	MO3
Backhoes	MO3
Thermal Lay Unit	MO3
Crawler Tractor (under 125 hp)	MO3
Flusher Trucks - tandem	MO3
Distributor Truck	MO3
Air Track	MO3
Crushing Plant	MO3
Chip Spreader	MO3
Truck Mounted Cranes	MO3
Loader (under 5 cubic yds)	MO3
Self-Propelled Crane (under 6500 kg)	MO3
Layton Paver	MO3
Bucket Truck	MO3
Trucks C/W Tow Plow, Pup, Quad/Trailer (in excess of 4500 kg)	MO4
Vactor Tandem Axle Truck	MO4
Specialized Snow Removal Equipment	MO5
Graders	MO5
Gradalls	MO5
Excavators	MO5
Loaders (5 cu yds and over)	MO5
Paving Plants	MO5
Crawler Tractor (over 125 hp)	MO5
Paving Machine	MO5
Asphalt Profiler	MO5
Water Cannon	MO5

Low Bed Trailer C/A Tow Plow, Triaxle Tractor	MO5
Trailer (lowbed) over 45,000 kg.....	MO5

The Union and the Employer agree that:

(1) *Road Foremen 1* (herein "*RF1*"), *Road Foremen 1* who substitute up to a *Road Foreman 2* for winter operations (herein "*Winter RF2*"), and *Road Foremen 2* (herein "*RF2*") can do bargaining unit work for which they are qualified in the following situations:

- (a) emergencies including, but not limited to, motor vehicle accident and hazardous spill response and issues related to weather such as wind and snow storms, floods, landslides, etc.;
- (b) training;
- (c) substitution for regular and/or temporary employees who are absent from work for a period of five days or less. Such absences will include, but not limited to, short-term discretionary leaves as provided in Article 20, lieu days, sickness or injury, ETO, CTO, vacation, WCB, union leaves, etc.;
- (d) unscheduled events including, but not limited to, dead deer removal, litter removal, straightening signs, hazardous material spill response, emergency material deliver, etc.

(2) In addition to Item 1 above, *RF1* and *Winter RF2* can do bargaining unit work as part of a regular shift they sign up for provided that available, regular and/or temporary machine operators on shift are given the opportunity to operate equipment for which they are qualified before an *RF1* or *Winter RF2* operates the equipment.

(3) In addition to Item 1 above, an *RF2* can do bargaining unit work when they substitute for regular and/or auxiliary employees who are absent from work for a period of greater than five days provided that:

- (a) there is less than or equal to 60%, to the nearest whole number, of the usual number of regular machine operators plus *RF1*s at work on any given day in a yard; and
- (b) available, regular and/or auxiliary machine operators on shift are given the opportunity to operate equipment for which they are qualified before an *RF2* operates the equipment.

Such absences will include, but not be limited to, long-term discretionary leaves as provided in Article 20, lieu days, sickness or injury, WCB, vacation, ETO, CTO, long-term disability, union leaves, etc.

(4) There will be no violation of the collective agreement if an *RF1*, *Winter RF2* and/or *RF2* perform machine operator series or other bargaining unit work in accordance with Items 1, 2 and/or 3 above when:

- (a) regular or auxiliary employees are on layoff; and/or
- (b) regular or auxiliary machine operators who are not qualified to operate a piece of equipment do not operate it and the *RF1*, *Winter RF2* or *RF2* does.

(5) Sign Foremen can do sign series bargaining unit work and it will not be a violation of any article of the collective agreement when sign foremen do such work.

APPENDIX 4
Board, 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 regular assembly point;
- (b) travel from their regular assembly point for short periods of time; and/or
- (c) travel from their regular assembly point more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary regular assembly points cannot be practically assigned.

"*Travel status*" - with respect to an employee means assignment of the employee away from the employee's designated regular assembly point or geographic location on employer business with the approval of the Employer.

"*Regular assembly point or geographic location*" - is that area within a radius of 32 kilometres where employees ordinarily perform their duties.

Part I – Board and Lodging Regulations**1.1 Board and Lodging Allowances**

(a) *Local Hire*

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

(b) *Employees at their Regular Assembly Point*

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

(c) Travel status "*stationary*" employees who are required to travel away from their permanent regular assembly point shall be entitled to the current meal allowance and accommodation reimbursement up to a maximum of 60 days at one location on a continuous basis.

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

1.2 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, they shall receive a per diem living allowance of \$37.57.

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 not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than

employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

An employee shall be entitled to use alternate private accommodation which is not billed to the Employer provided they have received the prior approval of the Employer. In such cases, the employee shall be paid \$40 per night of accommodation from the date of execution of this agreement.

Part II – Relocation Expense

2.1 Policy

Relocation expenses will apply to:

- (a) Regular employees who have to move from one regular assembly point to another to avoid layoff, pursuant to Article 13, at their assembly point.
- (b) Regular employees who have completed their probationary period and move from their regular assembly point to another after winning a posted competition where the position is a promotion to, or within, the road foreman classification series and is permanently located at another regular assembly point.
- (c) Regular employees who have to move from one regular assembly point to another at the Employer's request to fill a position which is permanently located at another regular assembly point.

2.2 Relocation Reimbursement

On relocation the employee shall be entitled to reimbursement for relocation costs up to a maximum of \$6,000 upon production of receipts.

2.3 Requested Relocation by Employee

Where an employee requests a relocation from one assembly point to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

APPENDIX 5
Isolation Allowances

Seniority Block	Biweekly Isolation Allowance
Lasqueti	\$46.35
Ucluelet	\$42.80

The Employer may pay the above allowances on a per hour worked basis. If this practice is used the above amounts will be the maximum allowance paid biweekly to each employee.

APPENDIX 6
Excluded Personnel

The following positions do not form part of the bargaining unit:

		Area 2
1.	President	1 (administration)
2.	General Manager	1 (vacant)
3.	Administrative Assistant	1 (administration)
4.	Controller	1 (administration)
5.	Bridge Superintendent	1
6.	Equipment Manager	1
7.	Mechanical Superintendent	1
8.	Accounts Payable/Receivable	1 (administration)
9.	Payroll/Personnel	1 (administration)
10.	Data Entry	1 (administration)
11.	Receptionist	1 (administration)
12.	Bridge Manager	1
13.	Operations Manager	1
14.	Road Manager	2
15.	Project Technician/Project Manager	1
16.	Planning/Quality Control	1
17.	Planning Assistant	1
18.	Human Resources Manager	1 (administration)
19.	QAT	1 (vacant)

APPENDIX 7
Modified Successorship - Service Area 02

Whereas the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area 2; and

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

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

1. The Employer agrees that it is the successor employer, as defined in this Memorandum of agreement for the highway maintenance contract where the Predecessor Contractor, at the time of the termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of British Columbia with the Union.

2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this Memorandum of Agreement, that the Predecessor Contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlements to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance agreement with the Province of British Columbia.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within 15 days of cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the parties.
9. Where the Employer and the Union have been unable to conclude all outstanding grievances 60 days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) 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 British Columbia.

The Province of British Columbia shall withhold an amount equal to 10% from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and the Employer or arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. Fees associated with the administration of the trust account shall be equally shared by the parties. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties of by an appointed arbitrator.

Disbursement of funds shall occur within 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 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. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate memorandum of agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

The successorship requirements above will expire at the end of this agreement (August 31, 2026).

APPENDIX 8

Sick Bank from Government Service

Employees who were employed with the Public Service of BC prior to 1988 are reminded that there may be an eligibility for sick bank credits from the BC Government upon retirement, or upon reaching age 55. Sick bank credit for the purpose of this appendix means sick leave credits accumulated prior to January 1, 1978 which were not utilized prior to privatization in 1988. Such employees that may be eligible for this credit should contact the BC Government in Victoria to inquire about possible entitlement upon reaching age 55, or in advance of their planned retirement.

APPENDIX 9

Short and Long-Term Disability

Changes to the Employer's existing group insurance coverage, and short-term or long-term disability plans anticipated by the following, will be effective upon ratification.

Part I – Short-Term Illness and Injury Plan

1.1 Eligibility

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan starting the first day of the month following their probation, subject to Clause 25.1.

(b) Notwithstanding (a) above, where a regular employee is on a claim recognized by the Workers' Compensation Board, while the employee was on the Employer's business, they shall be entitled to leave at their regular rate of pay up to a maximum of 152 days for any one claim in lieu of benefits as outlined in Section 1.2. During the 152 day leave period the employee will be kept whole by the Employer on the basis of 25.11(b).

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury, they will be entitled to a benefit of 75% of pay for a period not to exceed seven months from date of absence, (Short-Term Plan Period).

The Employer shall pay the employee directly for the first 30 calendar days *"in any one claim for the purpose of bridging an employee's income during the transition period from the date of illness or injury to the payment of STIIP claims by the Carrier."*

The first day of sick leave at any one time will be without pay. However, an employee may use banked CTO, ETO or vacation to be paid for the day. Should an employee be hospitalised; pay will begin with the first day of hospitalization.

(b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Compensatory Time Off (CTO);
- (2) Banked Earned Time Off (ETO);
- (3) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within five 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 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 months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five 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 months period of benefits under this plan.

1.4 Doctor's Certificate of Inability to Work

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

- (a) a medical practitioner qualified to practise in the Province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the Province of Alberta or the Yukon; 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 consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Where such a certificate is required the cost of obtaining the certificate will be borne by the Employer upon production of receipts, with the exception of (c)(1) above.

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 day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

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

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

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;

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

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

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

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven months period remaining from the scheduled date of return to work.

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 EIC Premium

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

1.9 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.1(b) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective day of the layoff or separation only if the illness commenced within two 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 months before the effective date of layoff or separation.

Part II – Long-Term Disability Plan

2.1 Eligibility

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

2.2 Long-Term Disability Benefit

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

- (a) while the employee has a time bank balance to be used on a day-for-day basis, full monthly earnings will continue until the time bank is exhausted, and Section 2.6 will not apply;
- (b) when an employee has no time bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (1) 68.3% of the \$2,200 of monthly earnings; and
 - (2) 50% of the monthly earnings above \$2,200 to a maximum of \$4,500.

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 month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the short-term plan period, or an equivalent seven month period.

(c) The Long-Term Disability benefit payment will be made as long as the 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 65, or resigns or dies, whichever occurs first.

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

(e) It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, any regular employee who has completed their initial probationary period, and is no longer capable of performing the duties of their own occupation due to illness or injury, shall be offered the first available position for which they meet the job requirements. Employees placed through this article shall be subject to the probationary period. However, if they are rejected during probation, they shall go on the recall list and be offered the next available position for which they meet the job requirements. Employees shall be limited to two offers under this article.

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

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

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first two 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 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

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

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by 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 exceed 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 85% of the employee's earnings at the date of disability but in no event for more than 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 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 24 months from the date rehabilitative employment commenced.

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;

- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy, (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hiring 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 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;
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

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

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that the Plan benefits in combination with the wage loss claim paid exceed 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 months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

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

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

2.8 Cessation of Benefits

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

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

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

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

2.9 Leave of Absence

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

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Waiver of Contributions

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

2.13 Claims

Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. 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 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 or the Employer.

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

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 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 the collective agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

APPENDIX 10 Highway Maintenance Service Area 02

The following list of regular employees shall not be subject to layoff – Service Area 02

Employee Name:

- | | |
|---------------------|--------------------------|
| 1. Webb, Ken | 12. Halaliku, Penisimani |
| 2. Mearns, Georgina | 13. Doughwright, Brent |
| 3. Peterson, Craig | 14. Campbell, Danny |
| 4. Mcconnell, Dave | 15. Price, Lloyd |
| 5. Archibald, Dean | 16. Ball, Randy |
| 6. Brittain, Don | 17. Thompson, Ross |
| 7. Boire, Sheryl | 18. Campbell, Randy |
| 8. Trentham, Larry | 19. Brase, Peter |
| 9. Bush, Michelle | 20. Penney, Steve |
| 10. Savery, Doug | 21. Kloosterboer, Keith |
| 11. Wells, Randy | |

APPENDIX 11 Auxiliary and Post 65 Health Spending Accounts (HSA) in a “Flex Plan”

The provisions of this Appendix are in conjunction with Clause 32.3 (health and welfare in lieu amounts for auxiliary employees) and Article 33 (Pension Plan).

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

The Employer, will provide, by November 15th 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 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 15th will be provided with such options within two weeks of commencing work.

The HSAs will be provided with the following provisions:

- (1) The intent of this HSA is to deposit these “*in-lieu*” dollars into a HSA to allow auxiliary and post 65 employees to claim their eligible healthcare and dental care expenses.
- (2) A Flex Plan and an 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 31.5 of the collective agreement, into the employee's individual HSA 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.
 - (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 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 year only.
 - (10) Working employees, employees on layoff and terminated employees will be treated equally with reference to Clause 8 & 9.
 - (11) Auxiliary employees who become regular employees and thus entitled to Article 25 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.
- (a) *Eligible expenses are pursuant to CRA guidelines and include the following:*
- 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, Denturologist, Dietician, Emergency Medical Technician, Hearing Aid Practitioner, Licensed or Registered Practical Nurse, Massage Therapist, Midwife, Naturopath, Occupational Therapist, Optician, Optometrist, Pharmacist, Physician, Physiotherapist or Physical Therapist, Podiatrist, Psychological Associate, Psychologist, Registered Nurse, Registered Psychiatric Nurse, Social Worker, Speech Language Pathologist, Surgeon, Traditional Chinese, Medicine Practitioner.

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

(h) *Definitions:*

Dependant means: Your spouse, legal or common-law.

A common-law spouse is as defined by provincial or federal regulations.

Your unmarried children under age 21, or under age 25 if they are full-time students.

Children under age 21 are not covered if they are working more than 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 21, or while they are students under 25, and the disorder has been continuous since that time.

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

HSA means Health Spending Account.

CRA means Canada Revenue Agency.

Flex Plan and HSA credits - one Flex Plan or HSA credit equals \$1.

The RRSP Option will be provided with the following provisions:

(1) 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 15th of each year for the following year). Employees selecting the BC Target Pension Plan must already be enrolled in that plan. If the employee selects the BC Target Benefit 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.

(2) The Employer will make the require deposits (by way of cheque) into the employees RRSP or BC Target Pension Plan pursuant to their selection of such. If the BC Target Pension Plan is selected, the deposits will be made monthly at the same time as regular contributions to the BC Target Benefit Plan are made. If deposits are made to an employee's RRSP, it will occur annually within the first 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 \$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 the deposits biweekly in conjunction with the employee's regular paycheque.

(3) 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 **Suspension of Driver's Licence**

An employee whose main function is to operate a vehicle and who is required to hold a valid BC driver's licence as a condition of employment is considered to be a professional driver in that they are by law required to have specialized skills, abilities and knowledge to carry out the duties and responsibilities of their occupation. This is recognized by the fact that the employee must be licensed to meet a standard of proficiency and competence.

In this regard it is the responsibility of the employee to hold and maintain a valid BC driver's licence in order to be employed and continue to be employed in any position requiring a driver's licence. Further it is the responsibility of the employee to inform their supervisor at the start of their shift following the loss of their licence.

Driver's Licence Suspensions

(a) Where an employee who is required to hold a valid BC driver's licence as a condition of employment, have their driver's licence suspended for 15 months or less:

(1) The employee will retain their regular position on the workforce and shall be engaged in non-operator duties at their seniority block for which they are qualified, provided such duties are available and required by the Employer. They shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may, upon the exhaustion of ETO, CTO and vacation entitlement, apply for leave of absence without pay to cover the period involved. Vacation entitlement will not accrue during this leave period and the employee will be responsible for payment of premiums for available benefits.

(2) A letter shall be written by the Employer to the employee advising them of their status during the period of licence suspension. In the same letter the employee shall be warned that any further licence suspensions will result in dismissal.

(3) On the second occurrence of licence suspension, as indicated above, the employee will be dismissed for just cause in that they are unable to perform the duties required by the position.

(b) Where an employee who is required to hold a valid BC driver's licence as a condition of employment, and has their driver's licence suspended for more than 15 months, the employee will be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

In the case of a new employee who is on their initial probationary period, a BC driver's licence suspension will result in the employee being dismissed for just cause.

MEMORANDUM OF UNDERSTANDING 2
Hours of Work

1.1 Annual Hours of Work

The annual hours of work exclusive of meal periods but including paid holidays will be 1827, which is equivalent to an average of 35 hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar year and work year and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

1.2 Table of Recognized Workday

Length of Scheduled Workday	Shift Pattern	Workdays Scheduled	Workday Requirements	Surplus or Shortage	No. of Days of Rest	Stat Holiday Provisions	No. of Stat Holidays Shut Down
10 hrs	4:3	197	174	23	156	Shut Down	12
10	4:3/3:4	171	171	0	182	Shut Down	12
8 hrs 50 min	4:3	197	197	0	156	Shut Down	12
8 hrs	5:2	249	218	31	104	Shut Down	12
7 hrs 50 min	5:2; 4:3	223	22	0	130	Shut Down	12
7 hrs 30 min	5:2; 5:2; 4:3	232	232	0	121	Shut Down	12
7 hrs	5:2	249	249	0	104	Shut Down	12

The 1827 annual hours is based on a 5:2 shift pattern at seven hours a day with 12 statutory holidays. Accordingly, it is understood that the number of days worked and number of days off will fluctuate slightly depending on the calendar. Leap years will also add an additional day that may be a workday or day of rest, depending on the calendar and schedule used. There shall be no payback for shortfall of annual working hours in the shift systems determined in this agreement.

MEMORANDUM OF UNDERSTANDING 3
Employee Equipment and Clothing

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*

(i) individual issue coveralls for a Mechanic - maximum two pair per week;

(ii) individual issue laboratory coats or counter coats for an Equipment Foreman - maximum two per week;

(iii) individual issue welder's leather jackets and aprons and/or raingear where appropriate;

(iv) any individual issue items described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue;

(v) 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 \$18 per month will be provided.

(2) *Plant Issue*

(i) plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment;

(ii) plant issue coveralls to operators when they are required to service equipment;

(iii) plant issue coveralls to Yardmen when required;

(iv) 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;

(v) plant issue coveralls to Bridgeworkers when required to work with creosote;

(vi) 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 \$18 per month will be provided.

(3) *Boot Allowance*

The Employer shall provide to all regular employees, an allowance of \$178.87 effective September 1, 2017 and every two years thereafter to go towards the purchase of appropriate safety toed footwear. The allowance will be payable upon production of proper receipts.

2. Overall Issue

The Employer agrees to supply two pairs of individual coveralls to Bridgeworkers and one pair of individual (personalized) orange coveralls to machine operators and sign crew. It shall be the responsibility of the employees to maintain, clean and repair such coveralls.

3. Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Board Regulations. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

- (a) Hard hats and liners where required;
- (b) Safety gloves;
- (c) Safety or welding goggles and helmets;
- (d) Respirators;
- (e) Protection hearing devices.

4. Replacement Provisions

Replacement of unserviceable items will be made upon surrender of the items to be replaced, together with proof that replacement is not as a result of negligence by the employee.

MEMORANDUM OF UNDERSTANDING 4
Seniority Blocks

Each employee will be assigned a seniority block. Each of the following locations will be considered a separate seniority block:

Highway
Maintenance Service
Area 2

Ucluelet
Port Alberni
Parksville
Duke Point
Gabriola Island
Lasqueti Island

It will not be deemed a violation of block seniority when the Employer requires a qualified employee to work in a different seniority block.

MEMORANDUM OF UNDERSTANDING 5
Graduated Retirement Program

In recognition of the restructuring of the Employer's operations, employees with at least 10 years of seniority will be given the opportunity to work partial years prior to retirement or leaving employment with Mainroad Mid-Island Contracting LP. This provision is at the sole discretion of the Employer.

Terms and Conditions

- (1) An employee must advise the Employer of their date of retirement or early retirement.
- (2) Employees can make application to commence the Graduated Retirement Program up to five years prior to the retirement date.
- (3) Upon commencement of the graduated retirement program an employee's status will be converted from regular full-time to regular part-time.
- (4) Periods of work and periods of absence will be defined and agreed to prior to the commencement of the program.
- (5) Employees will be entitled to accept recall for auxiliary work during periods of leave.
- (6) Periods of leave will be six months at a time.
- (7) Employees requesting leave for periods other than six months may make application to the Employer, however, such requests will be entertained after requests of six months.
- (8) Employees participating in this program will retain full entitlement to MSP, Extended Health Care, Dental, Group Life and Accidental Death and Dismemberment Insurance.
- (9) The employees' permanent position will be considered a regular vacancy when the employee commences retirement or early retirement, or on the employees' last day worked, whichever occurs first. This position will then be filled in accordance with Clause 12.1.

(10) In accordance with Clause 18.2(b), vacation will be earned at the rate of one twelfth of the annual entitlement for each month in which an employee has received at least 10 days' pay at the straight-time rate.

(11) Employees participating in this program will be deemed to have resigned at the conclusion of the program.

(12) This gradual retirement program can be at the request of either party, but the Employer's approval/offer will be governed by operational requirements within the classification of the employee. Copies of an agreement established under this provision shall be provided to the Joint Labour Management Committee.

MEMORANDUM OF UNDERSTANDING 6 Crew Safety Meetings

The Employer agrees to complete a review of crew safety meetings within 90 calendar days of the date of ratification of this agreement between the parties to determine an improved method to communicate with crews how safety issues are being resolved and to ensure bona fide safety issues are dealt with in a timely manner. The Employer agrees to provide a copy of the recommendations to the Union.

MEMORANDUM OF UNDERSTANDING 7 National Safety Code

Where necessary, a driver's record may be used by the Employer to establish a corrective driving program which may include hazard avoidance, defensive driving or other similar training for an employee who has a poor driving record. Proposed corrective driving programs shall be reviewed by the Joint Labour/Management Committee and the employee will be required to complete the program.

MEMORANDUM OF UNDERSTANDING 8 Work Experience Candidates

It will not be a violation of this collective agreement, provided that the Joint Labour/Management Committee has agreed, for a work experience candidate to perform bargaining unit work, provided that the agreement is in writing as to the name of the employee, the nature, terms and conditions including the duration of employment and the seniority block where the individual will work.

MEMORANDUM OF UNDERSTANDING 9 Severance Pay Provision, Article 13

The intent of this article is to limit the severance pay obligations of Mainroad Mid-Island Contracting LP to severance pay earned while employed by Mainroad Mid-Island Contracting LP and not severance pay earned while employed by the Province of British Columbia.

If road and bridge maintenance provided by Mainroad Mid-Island Contracting LP reverts back to the Province of British Columbia, Mainroad Mid-Island Contracting LP will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit who are laid off by Mainroad Mid-Island Contracting LP as a result of the transfer of maintenance responsibilities.

If another employer assumes road and bridge maintenance in Service Areas 2 and/or 3, or Mainroad Mid-Island Contracting LP decides not to renew its road and bridge maintenance contracts in Service Areas 2 and/or 3, then Mainroad Mid-Island Contracting LP will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit who are laid off by Mainroad Mid-Island Contracting LP as a result of the transfer of maintenance responsibilities.

If Mainroad Mid-Island Contracting LP successfully bids the road and bridge maintenance contract for Service Areas 2 and/or 3, then Mainroad Mid-Island Contracting LP will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit except as follows:

- If during the maintenance contract term, as a result of the normal course of business, a reduction in staff occurs, and the employee laid off is not eligible for the provincial government severance pay contained in Memorandum of Understanding 6 between the Province of BC and the BCGEU from 1988, then in only this case will Mainroad Mid-Island Contracting LP be responsible to provide full severance pay in accordance with Article 13.

MEMORANDUM OF UNDERSTANDING 10

Final Vacation Year

In the final vacation year of the Employer's road and bridge maintenance contract with the Province of BC, regular employees must schedule and take as time off all vacation credits, CTO, ETO and lieu day entitlements they have earned up to the expiration date of the Employer's road and bridge maintenance contract. Such credits to be used by the expiration date of the Employer's road and bridge maintenance contract. The Employer may choose to pay out such entitlements in part or in whole.

MEMORANDUM OF UNDERSTANDING 11

The Employer agrees that the use of washroom facilities at the closest local establishments reasonably available during the performance of their duties is not prohibited. It is understood that the employee must keep the supervisor advised any time they leave the worksite. This is not to be construed as approval to leave the worksite to purchase coffee, lunch, etc.

MEMORANDUM OF UNDERSTANDING 12

Contract Re-Opener

The parties agree the contract will be re-opened on September 1, 2022 (the anniversary of the fourth year of the eight-year collective agreement) to negotiate on the following articles:

- Clause 6.2 – Management Performing Bargaining Unit Work
- Article 24 – Contracting Out
- Article 25 – Health and Welfare Benefits

Additional articles may only be re-opened and negotiated subject to mutual agreement by the parties.

The parties shall have 60 calendar days commencing September 1, 2022 to reach agreement.

If an agreement is not reached within 60 days of the reopener taking effect, either party may advise the other of its desire to mediate any or all of the unresolved issues. The mediator appointed for this will be the first available mediator from the following:

- Corinn Bell
- Vince Ready
- Mark Brown

Or any other mutually agreed to BC labour arbitrator should all of the above be unavailable.

To ensure the government's interest in extended labour peace, the parties agree to the following:

- (1) If mediation fails to bring about a resolution to the re-opening negotiations described above, all terms and conditions of the collective agreement will remain in full force and effect for the duration of the collective agreement term (eight years); and
- (2) Subsections (2) and (3) of Section 50 of the BC *Labour Code* are hereby excluded.

MEMORANDUM OF UNDERSTANDING 13 **Date Sensitive Language**

The expiry dates for Core Group, Modified Successorship and Severance Provisions will be amended to coincide with the expiration of the Extended Maintenance Contract Term. Specific dates will be identified and amended at the local tables. Severance Provisions will be amended so that the intent of the current language and the integrity of the "*notice periods*" remain through the Extended Term.

MEMORANDUM OF UNDERSTANDING 14 **Training**

The Maintenance Contractors will agree to jointly, with the BCGEU, to update the 2002 Operator Training Guide for road maintenance equipment.

All Maintenance Contractors will agree to use the updated Operator Training Guide as the measure for competency in training and assessment for new hires.

The Operator Training Guide will be implemented prior to September 30, 2012.

Local bargaining tables will negotiate who, in each service area/yard, will determine competency.

A provincial operator training committee will be struck between the B.C. Road Builders and Heavy Construction Association and the BCGEU to oversee the Operator Training Guide implementation and ongoing training issues as may arise from time to time. This committee shall meet on an annual basis.

MEMORANDUM OF UNDERSTANDING 15 **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 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”

Kevin L. Higgins, Chair, Maintenance Sector Renewal Committee

MEMORANDUM OF UNDERSTANDING 16 Special Employment Equity Program (SEEP)

The BC Road Builders (BCRB) and the BC Government and Service Employees' Union (BCGEU) have agreed to jointly develop a SEEP that will provide substantive employment opportunities for indigenous people. The SEEP will include development and joint presentation by the parties on a provincial level to the Human Rights Tribunal for approval. The Joint Provincial SEEP Committee will have a maximum of three representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee. The SEEP will include:

- (1) A determination of the minimum target percentage of indigenous people for each highway maintenance service area.
- (2) An agreed-to targeting of indigenous workers for new hires as auxiliary employees up to the target number of indigenous people as agreed to in the above SEEP. Accordingly, “vacant” auxiliary opportunities will be first 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 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 17 **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 representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee.

There will also be a subcommittee of the BCGEU and the BC Road Builders who will include the committee members from the Tripartite Committee and such subcommittee will meet as required, at a minimum annually. The Subcommittee will address issues of mutual interests/concern and ensure that issues are understood by both sides in order to make the Tripartite Committee effective and efficient.

MEMORANDUM OF UNDERSTANDING 18 **Term of Next Collective Agreement**

If a five-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 years in length (the duration of the 10-year term of the highway maintenance contract with the Province of BC plus a five-year extension). If an extension of a maintenance agreement is not offered or achieved by the Employer or the extension isn’t for five-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 10-year maintenance agreement and will expire at that time.

MEMORANDUM OF AGREEMENT 1
Training Proficiency for New Employees

Whereas the Union and the B.C. Road Builders and Heavy Construction Association and the BCGEU have negotiated certain provisions in a provincial memorandum of agreement dated February 27, 2012 related to training.

And whereas the determination of who in each service area/yard will determine a new employee's competency was referred to local bargaining tables.

The parties agree as follows:

- (1) The Operations Manager or their designate will determine standards of competency and designate trainers to assist in doing so. The designated trainers will provide feedback to management regarding a new employee's ability to meet the standards of competency on the following equipment:
 - (a) Truck and plow operation (combined).
 - (b) Loader operation.
 - (c) Installation of chains on Single and Tandem axle vehicles.
 - (d) Single axle vehicle operation.
 - (e) Tandem axle vehicle operation.
- (2) The Operations Manager or their designate is responsible, taking into account the feedback received from the designated trainers for determining whether a newly hired employee meets the standards of competency set by the Company.
- (3) The designated trainers may or may not be another bargaining unit employee (if directed to do so by Management).
- (4) If the Operations Manager designates another under points 1 or 2 of this Memorandum the Employer will notify the Union in writing.

LETTER OF UNDERSTANDING 1
Re: Annual Price Adjustment (COLA)

It is understood that the Labour Component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the ministry of all other transportation maintenance agreements and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007.