

COLLECTIVE AGREEMENT

between

MAINROAD PAVEMENT MARKING LP

and the

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

Effective to March 31, 2019

Note: Ministry Contract expires December 15, 2018

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DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - means all employees of Mainroad Pavement Marking LP, except those excluded by the Labour Relations Board and those mutually agreed to between the parties to this agreement;
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (3) "*child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Protection, or a child of a spouse;
- (4) "*spouse*" - includes same sex and opposite sex common-law individuals, husband or wife 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) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with Mainroad Pavement Marking LP, and includes all previous service with the Province of British Columbia for those employees who transferred to Mainroad Pavement Marking LP, on June 1, 2004;
- (6) "*contract area*" - means South Coast Region or as negotiated between the Employer and the Province of BC;
- (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 a leave of absence;
- (8) "*demotion*" - means a change from an employee's position to one with a lower pay rate salary;
- (9) "*employee*" - means a member of the bargaining unit but does not include employees in managerial or confidential positions mutually excluded by the parties to this agreement or by decision of the Labour Relations Board.
- (10) "*Employer*" - means Mainroad Pavement Marking LP;
- (11) "*headquarters*" - is either the Port Kells or Duncan facility, or any other future location(s) the Employer may establish within the geographic areas in which the Employer has secured pavement marking contracts;
- (12) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (13) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit;
- (14) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (15) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (16) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination,

closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 – Layoff and Recall;

- (17) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (18) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (19) "*probation*" - means the first 978 hours of work. Subject to suitability, probation may be extended by mutual agreement between the Union and the Employer.
- (20) "*promotion*" - means a change from an employee's position to one with a higher rate of pay;
- (21) "*qualified*" - means that the employee meets the requirements of the classification;
- (22) "*relocation*" - refers to the movement of an employee from one headquarters 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) "*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;
- (26) "*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;
- (27) "*technological change*" - means:
 - (a) the introduction by the Employer into its work, undertaking, or business of equipment of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or
 - (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material, where such change significantly decreases the number of employees. "*Technological change*" does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (28) "*termination*" - is the separation of an employee from Mainroad Pavement Marking LP;
- (29) "*travel status*" - means when an employee is assigned by the Employer to a location away from their headquarters on employer business with the approval of the Employer;
- (30) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (31) "*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;
- (32) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.
- (33) "*active operating season*" - means the period of time when the Employer has assigned work duties associated directly with the Road Marking Contracts.
- (34) "*shut-down season*" - means the period of time between the end of the Active Operating Season and the beginning of the next Active Operating Season.

(35) "*principal residence*" - refers to the primary location that the Employee inhabits.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this agreement is to establish and maintain orderly work relations between the Employer and the Union.

(b) The parties to this agreement share a desire to improve the quality of pavement marking for the traveling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of pavement marking in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Policy

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

1.4 Use of Terms

Singular and Plural

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires unless otherwise stated.

Masculine and Feminine

The masculine or feminine gender may be used interchangeably throughout the agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

1.5 Harassment and the British Columbia Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age (as defined in the *BC Human Rights Code*), sexual orientation, political beliefs, and conviction for criminal or summary offence unrelated to their employment.

Harassment and discrimination can include behaviour which ought to be known to be inappropriate and serves no legitimate work purpose. Notwithstanding the above, harassment and/or discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment and/or discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.6 Sexual Harassment

The Employer, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.7.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;

- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.7 Harassment, Discrimination and Sexual Harassment Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged discrimination or sexual harassment may submit a complaint in writing within three months of the latest alleged occurrence directly to the Company President. Where the complaint is against the Company President, it shall be submitted to the Board of Directors or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) A written complaint shall specify the details of the allegation(s) including:
 - name and title of the respondent;
 - a description of the action(s), conduct, events or circumstances involved in the complaint;
 - the specific remedy sought to satisfy the complaint;
 - date(s) of incidents;
 - name(s) of witnesses (if any);
 - prior attempts to resolve (if any).
- (c) 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 (h) below.
- (d) The Employer's designate shall investigate the complaint and shall submit their report to the Company President in writing within 15 days of receipt of the complaint. The President 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 President's resolution.
- (e) 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.
- (f) Pending determination of the complaint, the Company President may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser (Respondent), except that the complainant may be transferred with their written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company President's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of discrimination 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 (Respondent);
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
 - (i) Disciplinary action taken against a harasser (respondent) pursuant to this clause, shall not form the basis of a grievance.
 - (ii) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*. A complaint of discrimination or sexual harassment shall not form the basis of a grievance.
- (i) Complaints under this clause shall be treated in strict confidence by all parties involved.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of Mainroad Pavement Marking LP except those employees in positions mutually agreed to between the parties or those positions excluded under the *Labour Relations Code*.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement between the parties or excluded by the Labour Relations Board.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, as amended on May 4, 2005 applies.

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.
- (e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This clause 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.
- (f) Stewards who are required by the Employer to attend at the worksite to perform steward duties on days of rest or outside their regularly scheduled hours shall be compensated as per Clause 16.11.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities at the headquarters locations for the exclusive use of the Union. The use of such bulletin board facilities 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 typewritten correspondence.

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

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) "Without Pay" – with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board or the Human Rights Tribunal;
- (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.8.

- (b) "With Pay" - leave of absence without loss of current pay and without loss of seniority will be granted to one employee from each headquarters to a maximum of three employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

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

- (d) The Employer shall grant, on request, leave of absence without pay:

- (1) for employees selected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year.

It is agreed that during such leave of absence, seniority will be preserved but will not accrue.

It is agreed that only one employee may be granted leave under this Clause 2.10 at any one time.

(e) "*Labour Management Committee*" - leave of absence without loss of current pay, benefits and without loss of seniority will be granted to members of the Labour Management Committee for up to an aggregate total of 24 hours per contract year, to deal with collective agreement related problems at worksites within the contract area. Further leaves will be granted as required per Clause 2.10(a)(2).

2.11 Union Meetings

(a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.

(b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.

(c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).

(b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee. (subject only to the provisions of Section 17 of the *Labour Relations Code*).

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President

of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW MEMBERS

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the clauses dealing with Union Security and Dues Check-off.

(b) A new employee shall also be provided with:

- (1) the name, location and work telephone number of the steward; and
- (2) an authorization form for union dues check-off.

(c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.

(d) The 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 30 days of employment.

(e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.

(f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that it is the exclusive right of the Employer to operate and manage its business in all respects, unless otherwise provided by this collective agreement. The Employer reserves all rights not specifically restricted by the provisions of this collective agreement, including the right to:

(a) maintain order, discipline, and preserve efficiency;

(b) make or alter rules and regulations to be observed by employees, which are not in conflict with any provision of this collective agreement.

(c) direct the working forces, create new classifications or work units, determine the number of employees, if any, needed from time to time in any work units or classifications, and determine whether or not a position will be continued or declared redundant.

(d) hire, promote, transfer, lay off, and demote; and,

(e) discipline, suspend, or discharge for cause.

ARTICLE 7 - EMPLOYER – UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

A union master bargaining committee shall be appointed by the Union and consist of three employees. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

(c) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

(d) The Employer agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

(e) Notwithstanding Clause 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President of the Union or their designate upon reasonable notice to the Company President or his designate of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

7.4 Technical Information

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

7.5 Emergency Services

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

7.5 Establishment of Joint Labour Management Committee

(a) The Employer and the Union agree to establish a joint committee comprised of two employer designates and two employees appointed by the Union. The Union shall have the right, at any time, to have the assistance of staff of the Union. Minutes of all meetings shall be taken and copies shall be provided to the Employer and the Union.

(b) This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

7.6 Meetings of the Labour Management Committee

The Joint Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Meetings may utilize conference calls to reduce the need for employees to travel to committee meeting. Twice per year, as determined by mutual agreement, meetings shall be face to face.

7.7 Chairperson of Labour Management Committee

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

7.8 Responsibilities of the Labour Management Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) In the event of any substantial re-organization within Mainroad Pavement Marking which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

(c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding;
- (3) occupational health and safety issues referred to it from the monthly toolbox meetings held at the respective points of assembly.

7.9 Employment Equity

The Joint Union Management Committee is authorized to review employment equity issues and initiatives.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

(a) The Employer and the Union recognize that grievances may arise concerning:

- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (2) the dismissal, discipline, or suspension of an employee bound by this agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this clause.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 30 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the clause(s) or article(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 15 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 15 days after the Step 2 meeting with the Union.

8.6 Failure to Act

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9—Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 30 days after the Employer's decision was due.

8.8 Administrative Provisions

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

8.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, grievances shall be filed directly at arbitration in accordance with Clause 10.4.
- (b) In the case of a dispute arising from an employee's rejection on probation, grievances may be filed directly at arbitration in accordance with Clause 10.9(b).
- (c) In the case of a dispute arising from a suspension greater than 20 days, the grievance may be filed directly at arbitration, with a copy to the Employer within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.
- (d) In the case of a dispute arising from a suspension pending investigation where the investigation continues without resolution for more than 20 days, the grievance may be filed directly at arbitration, with a copy to the Employer within 30 days of the date on which the suspension exceeds 20 days, or within 50 days of the date of the employee receiving the original notice of suspension pending investigation.
- (e) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

8.10 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this clause, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

8.11 Policy Grievance

(a) Where either party to this agreement disputes the application, interpretation, or alleged violation of a clause of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9—Arbitration.

(b) Unless agreed by the Principals, this clause shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

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

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this clause, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration or such other date as agreed to by the parties.

8.14 Amending Time Limits

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

ARTICLE 9 - ARBITRATION**9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8—Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

9.2 Pre-Arbitration Meeting

(a) The President of the Company or his designate shall meet with the Union's representative within 15 days of receipt of the Union's notice of intent to arbitrate at which time the parties will

attempt to resolve the grievances or, alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

- Jim Dorsey
- Rod Germaine
- Marguerite Jackson
- Judi Korbin
- Bob Pekeles

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

9.3 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

9.4 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 which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any provision.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify their decision. They shall make every effort to do this within seven days.

9.6 Expenses of Arbitration Board

Each party shall pay:

- (a) its own fees, expenses and costs;
- (b) equally the fees and expenses of the single Arbitrator, unless the Arbitrator allows another person to participate in the hearing in which case the Arbitrator may direct that a portion of the fees and expenses of the chair be borne by that person.

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.

9.8 Expedited Arbitration

The parties have agreed to the following terms, conditions and process to resolve certain grievances by non-precedential expedited arbitration:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
 - (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;

- (5) rejection of probation;
- (6) grievances involving a claim of duty to accommodate;
- (7) demotions;
- (8) suspensions of 10 days or greater; and,
- (9) new classifications or reclassifications of existing positions.

Despite the foregoing, by mutual agreement, a grievance falling into any of the above-listed categories may be resolved by expedited arbitration.

(b) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties:

- Jim Dorsey
- Brian Foley
- Marguerite Jackson
- Ron Keras
- Judi Korbin

(c) By November 15th of each year, the parties will schedule two consecutive days between December 1st and March 15th for hearings to resolve grievances that are suitable for expedited arbitration.

(d) The expedited arbitration process is intended to be informal.

(e) Grievances shall be presented by a designated representative of the Union and a representative designated by the Employer.

(f) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 30 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate fact proposed) to the proposed agreed statement of facts and provide any reliance documents 15 days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

Either party may make a pre-hearing application to the Arbitrator if either party deems it necessary.

The parties agree that they will not make use of documents that are produced specifically for the expedited arbitration for any purpose other than the arbitration itself.

(g) All presentations are to be short and concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both parties.

(h) The parties agree to minimize the use of legal authorities during their arguments.

(i) The Arbitrator may render a verbal decision prior to issuing the written decision. The Arbitrator shall issue her written decision within two weeks of the arbitration hearing.

(j) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance. The parties present must have the authority necessary to resolve the matter.

(k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee.

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

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The Company President or his designate may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The Company President or his designate may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken. Grievances arising from a dismissal shall be filed at arbitration pursuant to Clause 8.4 within 30 calendar days of the dismissal.

10.5 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals pursuant to Clause 10.6(b).

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's written request, written censures, letters of reprimand and adverse reports recorded on an employee's personnel file other than formal employee appraisals and letters of suspension, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a

grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

10.7 Personnel File

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

Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have a copy of the file delivered to a location nearer to the employee's worksite, to allow the review under the supervision of a person designated by the Employer.

10.8 Right to Have Steward Present

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

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

10.9 Rejection During Probation

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

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8—Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.9(a).

(c) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

10.10 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Service seniority shall be defined as the total number of straight-time hours of service with the Employer. For those employees who transferred to the Employer from the Public Service of BC on June 1, 2004, all previous seniority shall be credited.

"*Straight-Time Hours*" is defined as actual straight-time hours worked, vacation, earned time off (ETO), statutory holidays, and paid leaves.

"*Same Service Seniority Date*" - When two or more employees have the same service seniority hours and when mutual agreement cannot be reached, then seniority shall be determined by chance.

11.2 Seniority List

A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

11.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 20—Maternity, Parental and Pre-adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) An employee on a claim recognized by WorkSafeBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) Employees shall lose their seniority and their employment shall terminate in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 11.4 (Re-Employment), they voluntarily terminate their employment or abandon their position;
 - (3) they are on layoff for more than one year; or
 - (4) they accept a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than 90 working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at their old rate and remain a member of the bargaining unit.

11.4 Re-Employment

A regular employee who resigns their position and within 45 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions.

11.5 Bridging of Service

If an employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have worked three consecutive years without loss of seniority; at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years and during that time the employee must not have been engaged in remunerative employment for more than six months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Posting Vacancies

- (a) When the Employer declares a vacancy to be filled as a result of an employee's resignation, death, retirement, promotion, transfer, or dismissal or the creation of a new position, the Employer shall determine the classification and headquarters for the declared vacancy to be filled. The Employer shall post the vacancy at each headquarters and work location.
- (b) The Employer may hire employees for special projects, as mutually agreed between the Employer and the Union. Such employees will be considered terminated upon completion of the project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under this clause within 30 days of the appointment.
- (c) Vacancies of a temporary nature which are known to exceed seven months shall be posted in accordance with (a) above within 30 days.

12.2 Job Posting Information

All job postings shall be posted for at least 14 days and 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.

12.3 Selection Procedure

Vacancies will be filled on the basis of knowledge, skills and abilities of the applicants. Where two or more applicants are relatively equal in knowledge, skills and abilities, then the senior employee will be the successful candidate.

12.4 Notification

The position shall be awarded within 30 calendar days of posting. 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 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:

- (1) compassionate or medical grounds to employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Joint Labour Management Committee established in Article 28 shall consider any application or request presented to the Committee. Each request for special consideration shall be judged solely on its merit.

12.6 Interview Expenses

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

12.7 Trial Period

Where a bargaining unit employee is promoted, he will be placed on trial for 60 days actually worked and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

The trial period may be extended by mutual agreement between the Union and the Employer.

12.8 Union Observer

The President of the Union or his designate may sit as an observer on interviews and written examinations for positions in the bargaining unit. The observer shall be a disinterested party and any wages or expenses for the observer shall be borne by the Union. This clause shall not apply to excluded positions

12.9 Conferences and Seminars

- (a) Where practical, employees may, with the approval of the Employer, be permitted to attend conferences and seminars of a specialized nature in their respective fields at employer expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of her duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of their application. Employees shall suffer no loss of current pay as a result of such attendance.

12.10 Preparation for Examinations

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer, to complete courses offered by the Employer, and to prepare for Occupational First Aid examinations that are required by the Employer. Such time shall not be unreasonably withheld for eligible employees. The parties recognize, however, that the employees who avail themselves of the provisions of this clause, have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

12.11 Examinations

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

12.12 Examination Costs

The Employer shall pay all costs involved for employees taking tests or examinations as a result of requirements of the employee's current job.

An employee who has received coverage from the Employer for any tests or examinations shall make himself available for work that required the test or examination.

12.13 Job Orientation

The Employer agrees to provide essential orientation for employees to new jobs.

12.14 Relocations

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one headquarter location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and (or) the employee. In such cases, an employee will receive 90 days written notice prior to the effective date of relocation and, will be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.

12.15 On the Job Operator Training

- (a) When the Employer undertakes on-the-job training, the Employer will place a Notice of Training in the appropriate assembly point. This notice will indicate the pre-training criteria and the job classification and equipment being offered for training. The Employer will assess the abilities of the employees within the appropriate classification series who indicate their interest for such training and will offer the training to the senior applicant who meets the pre-training criteria as determined by the Employer.
- (b) Employees shall be designated for on-the-job Operator training in writing.
- (c) Training shall be considered time worked.
- (d) An employee rejected from training will be so informed in writing by the Employer.
- (e) Unless the employee is under direct supervision, an employee operating equipment under full operating conditions at a higher rate shall receive substitution pay in accordance with Clause 26.4(a).

ARTICLE 13 - LAYOFF AND RECALL**13.1 Role of Seniority on Indefinite Layoff**

- (a) Except for a recurring layoff in accordance with Clause 13.2, an indefinite layoff of employees shall be in reverse order of seniority by classification within each headquarters, provided the retained employees are qualified and immediately able to perform the work.

For the purposes of this clause, "*indefinite layoff*" is defined as permanent layoff other than a recurring layoff during the Shut-Down Season.

(b) *Displacement Rights*

Laid off employees may choose to displace another employee with less seniority in an equivalent or lower classification in another headquarters, provided they are qualified and immediately able to perform all required work. In order to facilitate the administration of the displacement clause, employees are required to indicate within three days of notice of layoff if it is their intention to utilize the displacement clause.

The laid off employee shall not be eligible for any relocation expenses, board or lodging expenses, travel expenses, or any other expenses resulting from the move from one headquarters to another. The laid off employee shall be responsible for his own transportation between headquarters.

(c) Except for a recurring layoff in accordance with Clause 13.2, notice of indefinite layoff shall be in writing 14 calendar days prior to the effective date. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work their full days after notice of layoff, he shall be paid in lieu of work for that part of the 14 calendar days during which work was not made available.

(d) An employee shall not accumulate seniority while on layoff but will be placed on recall for a period of one year. If the employee is not recalled within one year, his employment will be terminated.

(e) Employees are responsible for advising the Employer, in writing, of two contact telephone numbers and a current home address.

13.2 Role of Seniority on Recurring Layoff (Shut-Down Season)

(a) Dependent upon weather conditions and work outstanding, the Employer will decommission crews that are no longer required for production.

(b) At the conclusion of the Active Operating Season, an employee must take all outstanding earned time off (ETO) and vacation in that order. The Employer shall pay employees biweekly on a seven hour 5:2 basis and inclusive of paid holidays within the ensuing period.

(c) Where there is insufficient accrued time to carry the employee into the next Active Operating Season, the employee will be deemed to be on a recurring layoff and the Employer will issue a Record of Employment to the employee with their last pay statement. The employee on a recurring layoff will be permitted to remain on the benefit plan(s) by paying the premiums themselves in advance for a maximum period of three consecutive months immediately following the month in which the layoff occurs.

For the purpose of this clause, "*recurring layoff*" is defined as a layoff during the Shut-Down Season.

(d) An employee shall not accumulate seniority while on layoff but will be placed on recall for a period of one year. If the employee is not recalled within one year, his employment will be terminated.

(e) Employees who have accrued ETO time remaining at the commencement of the next Active Operating Season will be paid out immediately prior to recommencing active employment.

(f) Employees are responsible for advising the Employer, in writing, of two contact telephone numbers and a current home address.

13.3 Recall for the Active Operating Season

(a) Recall of employees for the Active Operating Season shall be in order of seniority within each headquarters, providing the employees are qualified and able to perform the work available.

(b) Employees will be notified of the recall by telephone and will receive a letter of appointment clearly stating the expected duration of employment at least two weeks in advance of the commencement of the next Active Operating Season. Employees must confirm their acceptance of the recall notice within one week of receiving notification.

(c) Employees on layoff who decline an offer of recall, or who do not respond to the Employer as set out in Clause 13.3(b) above, shall be deemed to have resigned.

13.4 Recall for the Shut Down Season

(a) Employees on layoff may make themselves available for recall for the Shut Down Season. Such employees will make their availability known to the Employer along with two contact telephone numbers and a current home address. Such availability will be recorded by the Employer.

(b) The Employer will provide as much notice as possible for a recall to work date. Laid-off employees who are unavailable to work during the period of availability recorded with the Employer will be permitted two refusals to work. If an employee refuses two recalls to work, the employees' availability for that Shut Down Season will be cancelled by the Employer.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The regular workweek is 35 hours.

14.2 Work Schedules

(a) The basic shift pattern is: seven hours at 5:2. A 5:2 shift pattern of up to nine hours per day may be worked at straight-time and the resultant surplus time (hours worked in excess of seven in a day) shall be booked as Earned Time Off (ETO). Notwithstanding the previous sentence, a 4:3 shift pattern with daily hours of eight-and-three-quarter hours per day may be utilized which shall not include ETO. Any other shift pattern will be implemented upon mutual agreement at the local level. Failing mutual agreement, that matter may be filed by either party as a grievance at expedited arbitration, pursuant to Article 9 – Arbitration or Clause 9.8.

(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) Schedules, including starting and stopping times, will be communicated in writing at least seven days in advance.

(d) The minimum number of consecutive days off will be two.

14.3 Conversion of Hours

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

(b) "*Vacation*" - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) "*Designated paid holidays*" - where an employee is granted a designated paid holiday pursuant to Article 17—Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

14.4 Rest Periods and Meal Periods

(a) 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 shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. 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.

(b) Recognized meal periods will be within the middle two hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two hours shall be paid one of the following:

- (1) one and one-half times the base rate for the duration of the recognized meal period; or,
- (2) will be given a meal period with pay within two hours before the end of the shift; or,
- (3) upon mutual agreement between the employees and the Employer, employees may leave work early.

(c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave their workplace the Employer shall not be responsible for their transportation.

14.5 Shift Schedules and Starting and Finishing Times

Shift pattern and length of scheduled workday changes will be limited to a maximum of six per year except by mutual agreement at the local level. Where a shift pattern is changed, the change shall be for a minimum of one week. To facilitate operational requirements that arise due to additional work being obtained by the Employer, such mutual agreement shall not be unreasonably withheld.

14.6 Shift Patterns

There are currently three shift patterns:

- (a) 5:2—Seven hours a day, five days a week. Day shift at HQ unless mutually agreed otherwise;
- (b) 4:3—Eight and three quarter hours, four days a week. Night shift unless mutually agreed otherwise;
- (c) 5:2—Nine hours a day, five days a week. On travel status unless mutually agreed otherwise.

Where either party requests mutual agreement or where the Employer requests mutual agreement arising due to additional work being obtained by the Employer, such mutual agreement shall not be unreasonably withheld.

14.7 Workdays

The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.

14.8 Deferment of Rest Days

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

14.9 Scheduling of Earned Time Off

- (a) Earned time off shall be taken off by mutual agreement and subject to operational requirements over a 12 month period (March 1st – February 28th) except that up to 10 days of accumulated surplus time may be taken off along with annual vacation upon written request as per Article 18—Annual Vacations, of this agreement.
- (b)
 - (1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using time and one-half as the premium rate. If an employee chooses not to take their earned time off it shall be paid out at straight-time.
 - (2) Where employees choose to carry earned time forward for addition to vacation period, then the extra time worked in the period is to be considered as a "straight-time" credit to be carried forward.
- (c) Earned time off will be banked in dollars at the classification rate at which it was earned. The Employer will pay out the ETO until the bank is exhausted at the classification rate worked for the majority of the season.

14.10 Clean-up Time

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

14.11 Employees Working Away from Their Point of Assembly

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

14.12 Minimum Hours of Work

- (a) Employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of WorkSafeBC.
- (b) Where employees commence work, they shall receive three and one-half hours pay at their regular rate unless:
 - (1) Their work is suspended for reasons completely beyond the control of the Employer; or
 - (2) The duration of the work assignment is known in advance by the employee.

In which instances the provisions of Clause 14.12(a) apply.

ARTICLE 15 - SHIFT WORK**15.1 Shift Work****(a) Identification of Shifts:**

- (1) "Day shift" - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) "Afternoon shift" - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) "Night shift" - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive;

(b) "Shift Premiums" - effective date of ratification

Afternoon shift - \$1.15 per hour

Night shift - \$1.40 hour

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.
- (d) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (e) 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 night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

15.3 Notice of Work Schedules

- (a) In the event that the work schedule is changed without forty 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 one dollar 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 defined in (a) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, 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 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.

15.5 Exchange of Shifts

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

15.6 Rotation of Shifts

Shift rotation shall be done on an equitable basis among the employees involved in each work group. Shift rotations shall be limited to a maximum of five per crew per Active Operating Season, except by mutual agreement at the local level. Where either party seeks mutual agreement, such mutual agreement shall not be unreasonably withheld.

Note: the definition of a shift rotation is a move from one shift (eg., day shift) to another (eg., night shift) and back again. Where such a shift results in a change in shift pattern (eg., a change from 5:2 to 4:3) the limitation of Clause 14.5—Shift Schedules and Starting and Finishing times shall not apply.

15.7 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems determined in this agreement.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to

determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Labour Management Committee.

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

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70.
- (c) 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.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half for the first two hours of overtime on a regularly scheduled workday;
 - (2) double-time for hours worked in excess of (1) above;
 - (3) double-time for all hours worked on a day of rest.

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

- (b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours traveled. The Employer may determine the means of such travel.
- (d)
 - (1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in this agreement.
 - (2) Accumulated overtime shall be paid in cash at the end of the production season or on such other date(s) as provided in this agreement, or upon termination.

16.7 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, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be\$15

- (b) If the employee continues to work overtime beyond three hours, a further meal or allowance and 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) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- (e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

16.10 Overtime for Short Scheduled Employees

- (a) An employee working a modified shift that is less than the hours noted in Clause 14.2(a) and who is required to work longer than their modified shift, the employee shall be paid at the rate of straight-time for the hours so worked, up to and including the maximum number of hours as set out in the basic shift pattern (ie., seven hours for the 5:2 shift pattern).
- (b) Overtime rates shall apply to hours worked in excess of (a) above.

16.11 Callout Provisions

- (a) *Callout Compensation* - An 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 regular shift less the amount that 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 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 traveling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.
- (f) *Callout for Emergency Situations*

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

16.12 Early Start Time Which Abuts the Succeeding Shift

Where hours of operation are affected by a third party engaged in paving or construction work by contract, the Employer, subject to giving 48 hours' notice, may change the starting and finishing times by up to one hour up to twice per year for personnel directly affected, provided that the total daily hours scheduled are not changed. If more than two changes are made, all time worked outside of the original negotiated schedule, during the subsequent changes, shall be paid at overtime rates.

16.13 Rest Interval After Overtime

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

16.14 Overtime Records

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

16.15 Method of Compensation

- (a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be called compensatory time off (CTO) and scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled for a regular employee within 12 months of the date of election, cash payment shall be made.
- (b) The employee shall advise the Employer, in writing, of their election to have either all cash or all compensatory time off by March 15th and September 15th for the following six month calendar period in each case.

- (c) The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld.

16.16 Allocation of Overtime

Pursuant to Clause 16.5 of this agreement and except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications working at each headquarters. Accordingly, no employee in another classification, shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

16.17 Limiting of Overtime

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

16.18 Overtime Authorization

Overtime authorized by a supervisor and worked by the employee will not be disallowed by management at a later date, provided such overtime is properly recorded.

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
Christmas Day	Boxing Day
Victoria Day	Canada Day

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

- (c) Employees shall be compensated for the paid holiday who have:

- (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
- (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
- (3) worked, or received pay for at least 105 hours at the straight-time rate in the previous 30 days.

This clause shall not apply to employees who have been terminated and not on layoff status.

(d) An employee who is qualified under (c) above to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

Straight-time hours paid in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by seven.

(e) Employees who work on the designated holiday, but do not meet the conditions of (c) above shall receive straight-time for hours worked on the holiday.

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

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

(1) Earned statutory holiday lieu days for statutory holidays occurring between January 1st and June 30th shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31st of that year.

(2) Earned statutory holiday lieu days for statutory holidays occurring between July 1st and December 31st shall be scheduled as above and shall be taken by June 30th of the following year.

(3) Scheduling of these lieu days shall be by mutual agreement within 60 days following the paid holiday. If not scheduled within 60 days, it shall be immediately scheduled on the vacation roster.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of double-time.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be pursuant to Clause 17.3.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an employee’s basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

17.8 Workday Scheduled on Paid Holiday

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this clause a vacation year shall be the calendar year commencing January 1st and ending December 31st.

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

(b) Employees will be eligible to annual vacation in accordance with Appendix 2.

(c) Upon qualifying for annual vacations in accordance with (b) above, the employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2 – Vacation Earning for Partial Years.

(d) Employees after six months from their date of hire may elect to take a leave of absence without pay for up to 15 workdays, not to exceed 105 hours, in any given calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave. The granting and scheduling of any such leave shall be subject to operational requirements.

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

Vacation Years	Workdays
First to second	15
Third	16
Fourth	17
Fifth	19
Sixth	20
Seventh	20
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth	28
Nineteenth	29

Twentieth31
 Twenty-first32
 Twenty-second33
 Twenty-third and twenty-fourth.....34
 Twenty-fifth and thereafter35

(f) Where an employee has taken more vacation than earned, the unearned vacation shall be charged against future earned vacation, or vacation pay shall be deducted from the employee's final paycheque upon termination of employment whichever occurs first.

(g) "*Conversion of Hours*" - The annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

(h) Employees shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

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

(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

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

18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.

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

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

(d) *Vacation Period*

A maximum of one employee from each headquarter, who qualifies to take vacation, will be permitted to take their vacation at any one time during the Active Operating Season.

(e) *Preference in Vacation*

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

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

(3) In all cases, vacation scheduling should be done on the basis of seniority.

(f) *Vacation Schedules*

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

(2) 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 except for vacation to be carried over as allowed under Clause 18.6 of this agreement.

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

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

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

(g) Vacation 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.

(b) When a payday falls during any employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.

18.5 Approved Leave of Absence With Pay During Vacation

When an employee is hospitalized or under a physician's care and in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 19.2 19.6 19.8 and 19.9 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.6 Vacation Carryover

(a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback From Vacation

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

18.8 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.

18.9 Vacation Leave Upon Retirement

Employees hired prior to March 31, 2013, who are scheduled to retire and to receive a pension benefit under the applicable pension plan shall be granted full vacation entitlement for the final calendar year of service.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Eligibility for Leaves

Employees will be eligible to special and other leaves in accordance with Appendix 2.

19.2 Bereavement Leave

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their current rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return traveling time. Such leave shall not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, spouse, child, grandchild brother, sister, father-in-law, mother-in-law, stepparent, grandparent, 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 current 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 the appropriate number of days to vacation leave credits.
- (e) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.
- (f) (1) In the event of death as noted in (a), (b), or (c) above, and the employee is away from their headquarters, the Employer will provide the employee with immediate transportation to the

employee's headquarters. The Employer will also provide return transportation from the employee's headquarters to their temporary point of assembly.

(2) The employee's bereavement leave will commence when the employee arrives at their headquarters and will end when the employee returns to their headquarters.

19.3 Special Leave

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

- (1) wedding of the employeethree days;
- (2) attend wedding of the employee's child.....one day;
- (3) birth or adoption of the employee's child two days;
- (4) serious household or domestic emergency one day;
- (5) moving household furniture and effectsone day;
- (6) attend their formal hearing to become a Canadian citizenone day;
- (7) attend funeral as pallbearer or mourner one-half day;
- (8) court appearance for hearing of employee's child one day;
- (9) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor.....one day per calendar year*.

*this may be used in one-half increments.

(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.

19.4 Family Illness

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

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

19.5 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, first nation, provincial or federal election for maximum period of 90 days.
- (b) "*First Nation*" - for the purposes of this agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

19.6 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 him/her 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, by the Employer, to be a witness as a result of their employment, during non-scheduled hours, all hours including travel shall be considered time worked.

19.7 Leave for Writing Examinations

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

19.8 Leave for Taking Courses

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

19.9 Education Leave

- (a) Approved education leave that will be of benefit to the Employer will be with basic pay and may be for varying periods up to one year, which may be renewed by the Employer.
- (b) Applications for educational leave for periods of one month or longer must be submitted to the Employer at least six months prior to the beginning of the requested leave period.
- (c) Approval of leave under this Clause 19.8 shall be at the sole discretion of the Employer. Such leave shall not be unreasonably denied.

19.10 Elections

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"*First Nation*" - for the purposes of this agreement, is an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

19.11 General Leave

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

19.12 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 19.12. "*Medical, dental and/or registered midwife appointments*" include only those services covered by the BC Medical Services Plan, the Employer's Dental Plan, the Employer's Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 19.13 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

19.13 Maximum Leave Entitlement

Leaves taken under Clauses 19.3 19.4 and 19.12 shall not exceed a total of 10 days per calendar year, unless additional special leave is approved by the Employer. It is understood that paid leaves pursuant to this clause shall be equivalent to the regularly scheduled shift in effect at the time for their work group.

19.14 Emergency Service Leave

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

19.15 Canadian Armed Forces

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

(1) "With Pay" - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;

(2) "Without Pay" - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

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

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

19.16 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

19.17 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.

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

19.18 Extended Child Care Leave

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

(a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 20—Maternity, Parental and Pre-adoption Leave.

(b) The combined length of leaves under this clause and under Article 20 –Pregnancy, Parental and Pre-adoption Leave shall not exceed 18 months.

(c) The employee's return to work requirements of Clauses 20.9(b) and 20.12 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 20.10.

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

ARTICLE 20 - PREGNANCY, PARENTAL AND PRE-ADOPTION LEAVE

20.1 Eligibility for Leaves

Employees shall qualify for Pregnancy, Parental and Pre-adoption leave in accordance with Appendix 2.

20.2 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 her 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 alone or in combination with the leave period of 20.3 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 or registered midwife.

20.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 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 20.2 or 20.04;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child;
 - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

20.4 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 20.02 and/or 20.03 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Pregnancy/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 20.2 and 20.3 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

20.5 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 20.4, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

20.6 Pregnancy Leave Allowance

- (a) An employee who qualifies for pregnancy leave pursuant to Clause 20.2, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and

is 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 maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the pregnancy leave allowance will consist of 15 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.

20.7 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 20.3, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility 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 parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 20.3(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

20.8 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

20.9 Benefits Continuation

(a) For leaves taken pursuant to Clauses 20.2, 20.3, 20.4 and 20.8 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 20.10 or fail to remain in the employ of the Employer for at least six months or a period

equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

20.10 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 20.2, 20.3, 20.4 or 20.8 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 20 - Pregnancy, Parental and Pre-adoption Leave or Clause 19.18 or if they do not return to work after having given such advice.

20.11 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption 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.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) 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 20.1 and its waiting period providing:
 - (1) the employee returns to work for a period of not less than six months, and
 - (2) the employee has not received parental allowance pursuant to 20.7; and
 - (3) the employee was employed prior March 28, 2001.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.

- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-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 maternity, parental or pre-adoption leave.

20.12 Pregnancy and/or Parental and/or Pre-Adoption Leave Allowance Repayment

- (a) To be entitled to the pregnancy, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 20.5, 20.6, 20.7 and/or 20.8 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 or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the pregnancy, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 20.5, 20.6, 20.7 and/or 20.8 above on a pro rata basis.

20.13 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 20.5, 20.6 and/or 20.7 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

Preamble

The parties to this agreement are determined to establish a safe working environment and to instil into each employee a high degree of safety consciousness.

21.1 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 clause.

21.2 Joint Occupational Health and Safety Committees

- (a) The Employer shall hold monthly crew safety toolbox meetings at each point of assembly. Minutes of these meetings and issues unresolved at these meetings shall be referred to the Joint Committee.
- (b) The Joint Committee shall also serve as the Occupational Health and Safety Committee and in that respect will function in accordance with the Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness.
- (c) Employees who are representatives of the Joint 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 WorkSafeBC Regulations.
- (d) Joint Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated joint committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such joint committee members shall receive equivalent time off at straight-time.
- (e) Other joint committee business in accordance with (b) above shall be scheduled during normal working hours whenever practicable. When no other union designated joint committee member or union designated employee is available, time spent by employees attending to this joint committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (f) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of the Joint Committee, either in person or by conference call. The Employer shall make every reasonable effort to ensure that the union members are able to attend such meetings.
- (g) An employee who serves on the Joint Committee and who is designated to investigate matters pertaining to safety and health during or outside their normal working hours shall receive the rate of pay they would normally earn if they were not serving on this Committee.

21.3 Unsafe Work Conditions

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

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

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

Where an employee acts in compliance with Refusal of Unsafe Work - Section 3.12 - Procedure for Refusal of the WorkSafeBC Occupational Health and Safety Regulations, they shall not be subject to disciplinary action.

21.4 Investigation of Accidents

- (a) Pursuant to Section 6 of the WorkSafeBC Occupational Health and Safety Regulations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form which may be amended by mutual agreement and copies sent to:
 - (1) WorkSafeBC
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) BCGEU Designate(s)

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

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

21.5 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold.

Occupational First Aid Certificate - Level 2 - \$40.00 biweekly

Occupational First Aid Certificate - Level 3 - \$47.50 biweekly

Note: The parties agree that any employee currently receiving an allowance in excess of those stated above will continue to receive the higher rate.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by seventy; however, no employee shall receive more than the monthly allowance for the class of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to senior employees within the work unit in order of service seniority, provided the employee can meet the requirements of the Occupational First Aid 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 other employees in the work unit on behalf of the Employer.
- (4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
 - (i) recall a qualified employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.
- (5) Failing (4) above, the Employer may require the most senior employee within the work unit who can meet the requirements of the Occupational First Aid regulations to undertake Occupational First Aid training in order to obtain a certificate.

21.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave.

21.7 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer. The Employer agrees to incorporate information in a joint employer/union developed safety booklet, on air transportation of an injured worker, pursuant to WorkSafeBC Occupational First Aid Regulations.

21.8 Pollution Control

Wherever possible, the Employer and the Union agree to limit all forms of environmental pollution.

21.9 Unresolved Safety Issues

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

21.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

- (a) The Employer will abide by the Occupational Health & Safety Regulations of WorkSafeBC.
- (b) Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

21.11 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on "*radio controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads.

Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

21.12 Skin Protection from Ultra-Violet Radiation

- (a) The local Occupational Health and Safety Committees will identify situations where employees duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.
- (b) The Occupational Health and Safety Committee will review and make recommendations regarding shade protection on paint trucks (stripers).

21.13 Skin Protection from Insect Carried Diseases and Viruses

The Employer shall provide insect repellent/sunscreen (minimum SPF 30) to employees whose duties involve unavoidable exposure to insects. One tube will be issued for every employee at commencement of the operational season.

21.14 Supply and Maintenance of Equipment

An employee shall not suffer any loss in salary in the event that she cannot carry out her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

21.15 Occupational First Aid - Level 1 Course

All employees who by the nature of their employment are required under WorkSafeBC regulations to complete an Occupational First Aid Level 1 Course, shall be given the course at the Employer's expense. Any disputes arising from the application or interpretation of this clause shall be referred to the Occupational Health and Safety Committee for review.

21.16 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) The local Occupational Health and Safety Committee (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (1) the work methods and practices;
 - (2) the layout and condition of the workplace and workstation;
 - (3) the characteristics of objects or equipment handled;
 - (4) the environmental conditions;

- (5) the physical demands of the work;

in a manner consistent with generic guidelines developed by the Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

21.17 Communicable Diseases

The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person with a communicable disease.

Where such potential exists, the Joint Occupation Health and Safety Committee will be consulted regarding applicable physical and procedural measures.

21.18 Workplace Violence

It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from the public.

Where such potential exists, the Joint Occupation Health and Safety Committee will be consulted regarding applicable physical and procedural measures.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Recognition

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

22.2 Process

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change as defined in Section 54 of the British Columbia *Labour Relations Code*.
- (b) Upon receipt of a notice of technological change pursuant to Clause 22.2(a) the Joint Committee established under Article 28—Labour Management Committee, shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 22.2(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 22.2(a):

(1) 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 clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13-Layoff and Recall.

(2) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13—Layoff and Recall.

22.3 Layoff Exclusion

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

22.4 Statutory Exclusion

Notwithstanding Clause 22.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this clause. In such circumstances, notice shall be provided as soon as possible.

22.5 Communication and Consultation

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change provided for in Clause 22.2(a). Accordingly, the parties agree, pursuant to Article 7 – Employer - Union Relations, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 23 - CONTRACTING OUT

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

It will not be deemed to be a violation of this agreement when the Employer contracts out work which results in an employee on layoff not being recalled for work assignment during the Shut Down season. Notwithstanding the previous sentence the Employer agrees that it will recall laid off employees to perform work during the Shut Down season that would otherwise be contracted out. In the event there are insufficient qualified employees reasonably available to perform the required work, the Employer may contract out the work.

Shut Down season is generally between November 15th and March 15th. Prior to the Shut Down season the Joint Labour Management Committee shall meet to discuss available work options for laid off employees during the Shut Down season as an alternative to contracting out. There will be a sign-up list for those laid off employees who wish to be recalled for available work at their headquarters during the Shut Down season, which shall include an indication of what times they will not be available for work.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Eligibility

(a) Employees shall be eligible for coverage under basic medical insurance, extended health care plan, dental plan, group life and Employee and Family Assistance Program (EFAP) in accordance with Appendix 2.

- (b) Until benefits eligibility requirements are met as outlined above, employees shall receive compensation of 60¢ per working hour, up to a maximum of \$42 per biweekly pay period.
- (c) Benefits shall be in accordance with existing policy except as otherwise stated in this agreement. Except as provided below, the Employer will pay 100% of the regular premiums. The Employer's responsibility is limited to the payment of premiums as set out in the sentence above, and the eligibility for benefits under the benefit plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer agrees to maintain benefits at an equivalent level to those outlined for convenience in this clause, subject to any requirements placed on these plans by the insurance carrier.
- (d) Benefits will not be paid on layoff except as provided in Clause 24.4(k) – Benefits Upon Layoff or Separation.
- (e) Employees qualified under Clause 24.1(a) above shall be entitled to maintain benefits coverage under such plans for a maximum of three consecutive months immediately following the month in which they are laid off by paying the premiums themselves in advance.
- (f) When an employee on layoff, who has previously qualified under Clause 24.1(a) above and has not ceased to be entitled under Clause 24.1(a) above, is recalled, the employee shall immediately be entitled to the benefits under Clause 24.1(a) above.

24.2 Change of Carrier

The Employer shall at his option have the right to change benefit plan carriers. In doing so, the Employer agrees to notify the Union of such a change and to provide benefits equivalent to those of the existing plan.

24.3 Weekly Indemnity

- (a) Employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of seniority with the Employer. Once established, eligibility for weekly indemnity is retained unless the employee loses seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation in the six most recent biweekly pay periods in which earnings occurred.
- (b) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the fifteenth day of illness.
- (c) Subject to Clause 24.3(b) Weekly Indemnity, full benefits will be reinstated:
 - (1) In the case of new illness, after the employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of seniority with the Employer;
 - (2) In the case of recurrence of a previous illness, after the employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of seniority with the Employer.
- (d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

- (e) The benefits described in this clause shall not be available to an employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
 - (2) whose illness is occupational and is covered by WorkSafeBC;
 - (3) whose illness is intentionally self-inflicted;
 - (4) whose illness results from service in the Armed Forces;
 - (5) whose illness results from riots, wars or participation in disorderly conduct;
 - (6) who is ill during a period of paid vacation;
 - (7) whose illness is sustained while they are committing a criminal offence;
 - (8) who is engaging in an employment for a wage or profit
 - (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
 - (10) who is serving a prison sentence;
 - (11) who would not be entitled to benefits payable pursuant to Part I of the *Employment Insurance Act* because they are not in Canada;
 - (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (f) The parties agree that the complete premium reduction from the Human Resources Development Canada accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above mentioned plans.
- (g) Employee's eligibility for Weekly Indemnity coverage ceases when employees become eligible for short-term disability in accordance with Appendix 2 and Clause 24.4.

24.4 Short-Term Disability

- (a) (1) An eligible employee who is absent from work due to a non-occupational illness or injury in excess of six consecutive workdays shall be entitled to receive a short-term disability benefit equivalent to 75% of their normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation in the six most recent biweekly pay periods in which earnings occurred. This benefit shall be payable for 26 workweeks with a six day waiting period. Employees become eligible for this coverage in accordance with Appendix 2.
- (2) An employee who is eligible for short-term disability benefits shall receive 75% of their basic pay for each of the first 6 days of an absence due to non-occupational illness or injury after which the employee may be eligible for benefits under the plan.
- (b) (1) Notwithstanding (1) and (2) above, where an 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 with pay up to 130 days for any one claim in lieu of benefits as outlined in (d) below.
- (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
- (3) During the leave period, the employee will receive wage loss benefits as calculated by WorkSafeBC, and remitted directly to the employee.

(c) *Short-Term Plan Benefit*

- (1) 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 six months from date of absence (short-term plan period).
- (2) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:
 - (i) Accumulated sick leave credit under the old sick leave plan;
 - (ii) Compensatory Time Off (CTO);
 - (iii) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
 - (iv) Vacation entitlement.

(d) *Recurring Disabilities*

- (1) Employees who return to work after being absent because of illness or injury, and within 15 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 Clause (b)(1).
- (2) Employees who return to work after being absent because of illness or injury and within 15 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 six months of benefits under this plan.
- (3) Employees who return to work after being absent because of illness or injury, and after working 15 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 six month period of benefits under this plan, except as provided in (4) below, where the short-term plan period shall continue to be as defined in Clause (b)(1).
- (4) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short-term plan period shall continue to be as defined in Clause (b)(1). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the short-term plan benefit period.
- (5) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Clause (b)(1), if absence is due to the same illness or injury.

(e) *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:

- (1) a medical practitioner qualified to practise in the Province of BC; or
- (2) where necessary, from a medical practitioner licensed to practise in the Province of Alberta or the Yukon; or
- (3) the consulting physician to whom the employee is referred by the medical practitioner in (1) or (2) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

- (i) where it appears that a pattern of consistent or frequent absence from work is developing;
- (ii) where the employee has been absent for six consecutive scheduled days of work;
- (iii) 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.

With the exception of the doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

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

(f) *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 Clause (b)(2). Other disability income benefits will include:

- (1) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (2) any amount of disability income provided by any compulsory Act or Law, except Employment Insurance sickness benefits and WorkSafeBC benefits payable in accordance with Clause (b) above;
- (3) 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:

- (i) 100% of pay; or
- (ii) 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.

(g) *Benefits Not Paid During Certain Periods*

Benefits will not be paid when an employee is:

- (1) receiving designated paid holiday pay;
- (2) engaged in an occupation for wage or profit;
- (3) 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;
- (4) serving a prison sentence;
- (5) on suspension without pay;
- (6) on paid absence in the period immediately preceding retirement;
- (7) on any leave of absence without pay.

Notwithstanding (7) above, where an illness or injury occurs during a period of approved:

- (i) educational leave;
- (ii) general leave of absence not exceeding 30 days;
- (iii) maternity leave, parental leave, 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 six-month period remaining from the scheduled date of return to work.

(8) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

(h) *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.

(i) *Entitlement*

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for partial days will be on a prorated basis.

(j) *EIC Premium*

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

(k) *Benefits Upon Layoff or Separation*

(1) Subject to (2) and (3) below, eligible employees who are receiving benefits pursuant to Clause 24.4 (a)(1), (b) or (c) 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.

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

(3) 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 the layoff or separation.

24.5 Long-Term Disability

- (a) The Employer shall introduce a long-term disability plan as set out in a plan between the Company and Insurance Carrier.
- (b) All employees become eligible for coverage under the LTD plan in accordance with Appendix 2.
- (c) Coverage in the Plan is mandatory for all eligible employees and is a condition of employment.
- (d) Employees will pay 100% of the premiums for the LTD plan via payroll deduction.

24.6 Rehabilitation Committee

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, the Employer has implemented "Return-to-Work" and "Stay-at-Work" Programs intended to help assist employees who are injured or ill, whether on the job or outside of work, back to work. The Union shall be informed when employees engage in these programs. With the agreement of the employee, issues arising during the application of these programs shall be referred to the Joint Committee.

24.7 Group Life and Accidental Death and Dismemberment

(a) The Employer shall provide a group life plan to eligible employees with benefits equivalent to three times an employee's annual salary, with a minimum benefit of \$80,000. The Employer shall pay 100% of the premium up to the minimum insurable amount (\$80,000) and the employee is responsible for the premium for any amount in excess of \$80,000. Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(b) The Group Life Plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feetthe principal sum;
- (2) loss of sight of both eyesthe principal sum;
- (3) loss of one hand and one footthe principal sum;
- (4) loss of one hand or one foot and sight of one eyethe principal sum;
- (5) loss of one hand or one foot one-half the principal sum;
- (6) loss of sight of one eye one-half the principal sum.

ARTICLE 25 - WORK CLOTHING

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

25.1 Purchase of Work Clothing

(a) *Road Coverall Issue*

- (1) The Employer agrees to supply one pair of road coveralls to employees working on the road.

(b) *Shop Coverall Issue*

(1) It shall be the responsibility of the Employer to maintain, clean and repair such coveralls.

(c) *Safety Equipment*

(1) With the exception of prescription glasses and safety-toed footwear, the Employer will supply all safety equipment required for the job under WorkSafeBC Regulations. Where the following safety equipment is required by the WorkSafeBC it will be issued on an individual basis:

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

25.2 Replacement Provisions

An employee who is in receipt of an issue of coverall/safety equipment will have replacement made when he/she surrenders unserviceable items previously issued.

25.3 Safety Footwear Entitlement

All employees, in their second and subsequent years, who are required by the WorkSafeBC regulations of the Employer to wear safety-toed footwear shall be entitled to be reimbursed for \$100 once per calendar year upon production of a receipt.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

(a) Employees shall be paid biweekly every second Friday. Employees shall receive their pay no later than three weeks after they commence employment, biweekly every second Friday. Terminating employees will receive their final pay within eight days of the end of their final pay period.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than four weeks from the date they were earned.

(c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

(d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

26.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.6 and Appendix 1.

(b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

26.4 Substitution Pay

(a) Employees will be granted substitution pay where the employee is designated to perform the principal duties of or temporarily substitute in a higher paying position.

(b) The employee shall receive the rate for the job for all time spent performing work in the higher paying position, where a single rate is established. When an employee substitutes to a higher paying position for more than 4.5 hours based on 8.75 or nine hour shift (or 3.5 hours based on seven hour shift), he shall be paid the higher rate for the entire shift.

Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in higher position.

(c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute.

(d) Payment for leave under Clause 19.3 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 three pay periods preceding their leave, in which case they shall receive the higher rate.

(e) The application of this clause shall not include training time.

26.5 Rate of Pay on Reclassification or Promotion

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

26.6 Salary Protection and Downward Reclassification of Position

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

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

that is caused other than by the employee or by a laid off employee bumping into a position with a lower salary pursuant to Article 13 – Layoff and Recall..

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

26.7 Vehicle Allowances

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowances shall be 48¢ per kilometre effective from the date of ratification.

26.8 Meal Allowances

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

Meal allowances shall be:

	Date of Ratification	April 1, 2014
Breakfast	\$12.00	\$12.25
Lunch	\$13.75	\$14.00
Dinner	\$23.00	\$23.00

26.9 Upgrading Qualifications

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

26.10 Accommodation, Board and Lodging

(a) Employees on travel status will be reimbursed for receipted out-of-pocket travel and accommodation expenses not covered elsewhere in this agreement provided that the Employee receives prior written authorization from the Employer to incur such expenses, and such authorization shall include the types of expenses, modes of travel and accommodation arrangements as determined by the Employer. The Employer will pay \$50 per day when private accommodation is used, except where such accommodation is provided by the Employer. An employee shall not be entitled to \$50 per day if an employee returns to their principal residence at the end of each workday.

(b) 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.

(c) Employees shall receive \$200 per year (effective April 1, 2013) to offset miscellaneous personal laundry and other expenses. Effective April 1, 2015, this allowance will increase to \$250.

26.11 Relocation Expenses

Employees who have to permanently move from one headquarters location to another at the Employer's request, and as a result change their principal residence to the region of their new headquarters, shall be entitled to relocation expenses upon presentation of receipts not to exceed \$6,000. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.

26.12 Telephone Allowance

Employees on travel status who are required to stay away overnight from their headquarters or principal residence shall be entitled to a telephone allowance of either five minutes per day, or \$1.00 per day that they are away from their headquarters or principal residence.

26.13 Salary Rate Upon Employment

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

26.14 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the position.

26.15 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals seven hours).

When a clause in this agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

26.16 Provision for Locker and Changing Facilities

Subject to physical limitations, it is the intent of the Employer to eventually provide locker and changing facilities at all headquarters.

26.17 Pay During Training

- (a) When an employee is taken out of his position to allow another employee to cross-train, his wage rate will be maintained during the training period.
- (b) An employee placed in a higher paying position for cross-training purposes for a defined short-term training period, will continue to be paid his existing wage rate during the training period until he is deemed to be fully qualified. The employee will be assessed and deemed "fully qualified" in the opinion of the Foreman, Trainer and Operations Manager.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION

27.1 Classification and Salary Assignments

- (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 Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within 30 days to the special arbitrator agreed by the parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.
- (e) The Employer agrees that there shall not be any changes to the current job descriptions without consultation at the Joint Labour Management Committee.

27.2 Classification Appeal

An employee shall have the right to grieve through the Union, if they believe they have been placed in the wrong classification.

ARTICLE 28 - PENSION PLAN

- (a) The Employer agrees to remain a contributing employer to the Public Service Pension Plan which came into effect as of June 13, 2004.
- (b) The Employer further agrees to abide by the Public Service Pension Plan Rules, made under the Public Service Pension Plan Joint Trust agreement, pursuant to the authority of the *Public Sector Pension Plan Act* RSBC 1999, c44, as it applies to the Employer and its qualifying employees.
- (c) Where a difference arises between the parties relating to the interpretation or administration of the Public Service Pension Plan, including any question as to eligibility, the parties agree to present the difference, in writing, to the Pension Corporation for resolution.
- (d) The parties to this agreement concur that the resolution from the Pension Corporation shall be final and binding on both parties.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Indemnity

- (a) *Civil Action* - 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 judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act* - where an employee is called before a hearing held under the *Canada Shipping Act* resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

(d) 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.

(e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(f) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

29.2 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds or an RRSP of the employee's choice.

29.3 Political Activity

(a) *Municipal and School Board Offices:*

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

(3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Clause 19.10, and provided that such leave shall not exceed one-half shift per week.

(4) The employee shall provide at least one week's written notice to the Employer.

(b) *Federal and Provincial Offices:*

There are no restrictions other than the oath of office 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 19.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 19.4(a). If not elected, the employee shall be allowed to return to their former position.

29.4 Copies of Agreements

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

(b) The Union shall distribute the collective agreement to its members and the Employer shall reimburse the Union for 50% of the distribution costs.

The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT
between
Mainroad Pavement Marking LP
and the
B.C. Government and Service Employees' Union
Effective to midnight March 31, 2019
Note: Ministry Contract expires December 15, 2016

(c) All agreements shall be printed in a union shop and shall bear a recognized union label.

29.5 Travel Advance

Employees not covered by a work party advance, and who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

29.6 Reorganization

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

(b) In the event of any substantial reorganization which results in redundancy, relocation or reclassification, the issue shall be referred to the Joint Labour Management Committee.

29.7 Personal Property Damage

Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$300, the replacement costs or personal deductible

insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to clauses of clothing or eye-wear.

29.8 Headquarters

- (a) Normally, every employee will be assigned a headquarters.
- (b) For those employees in locations where there has been more than one recognized headquarters and employees have been assigned to work at any of these headquarters, the Employer will advise the employee of the headquarters to which they are to report with as much advance notice as is reasonably possible.
- (c) When an employee is assigned to a work location so far removed from their headquarters that it is impractical for him/her to be returned to their headquarters at the end of each day's work, they will be considered to be on travel status and will be provided with accommodation, board and lodging allowances in accordance with Clause 26.10 of this agreement.

29.9 Return to Headquarters

- (a) Both parties recognize the desirability of employees returning from field locations to their headquarters, for days of rest whenever possible. The Employer will make every reasonable effort to supply transportation to bring all employees, on travel status, back to their headquarters every long weekend.
 - (1) Where return to headquarters for days of rest has not been provided under 29.9(a), and the effected employees are unable to return to their principal residence on their days of rest, the employees will be scheduled to return to headquarters for four consecutive days (including two normal days of rest and two scheduled workdays) on the following weekend after the effected long weekend.
- (b) The Employer shall provide either a vehicle or other form of transportation as required in (a) above. The employees shall be compensated for travel time and approved meal costs while traveling.
- (c) When employees on accommodation, board and lodging allowances are required to check out of their place of accommodation or lodging, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

29.10 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 geographic location outside of normal work hours. For vehicle use under this clause and for return to headquarters, 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 British Columbia because of impairment.

29.11 Motor Vehicle

Ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once they have arrived at their point of assembly.

29.12 Radio Contact

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least two pieces of equipment in the group with a radio.

29.13 Electronic Monitoring

- (a) Monitoring equipment may be used to protect the safety of employees of the Employer or to protect the assets or property of the Employer.
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

ARTICLE 30 - TERM OF AGREEMENT**30.1 Duration**

This agreement shall be binding and remain in effect to midnight March 31, 2019.

30.2 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 January 1, 2019, but in any event, not later than midnight January 31, 2019.
- (b) Where no notice is given by either party prior to January 1, 2019 both parties shall be deemed to have given notice under this clause on January 31, 2019, and thereupon Clause 33.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Company President.

30.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 30.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

30.4 Change in Agreement

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

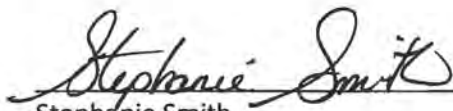
30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

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

SIGNED ON BEHALF OF
THE UNION


Stephanie Smith
President

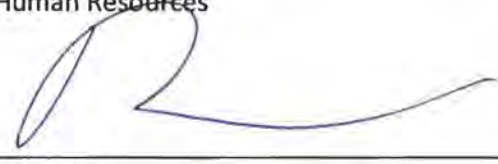
~~NOT AVAILABLE~~
~~Rick Abbott~~
~~Bargaining Committee Member~~

~~NOT AVAILABLE~~
~~Rob Pearce~~
~~Bargaining Committee Member~~

Cheryl Prowse
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER


Richard N. Sakaki
VP Human Resources


Réal Charrois
Director of Operations

~~RETIREED~~
~~Tom Nelson~~
~~General Manager~~

Dated this 6 day of July, 2018:

APPENDIX 1
Classifications and Rates of Pay

Classification	April 1, 2015	Date of Ratification 0.5% Increase	April 1, 2017 0.5% Increase	April 1, 2018 0.5% Increase
Labour 2	\$20.87	\$20.97	\$21.08	\$21.18
Labour 3	\$23.68	\$23.80	\$23.92	\$24.04
Machine Operator 2	\$25.81	\$25.94	\$26.07	\$26.20
Machine Operator 3 (Painter & Buffer Truck)	\$26.51	\$26.64	\$26.78	\$26.91
Machine Operator 4	\$27.37	\$27.51	\$27.64	\$27.78
Machine Operator 5	\$30.57	\$30.72	\$30.88	\$31.03
Machine Operator 6	\$29.37	\$29.52	\$29.66	\$29.81
Foreperson 1	\$31.31	\$31.47	\$31.62	\$31.78
Foreperson 2	\$32.26	\$32.42	\$32.58	\$32.75
Foreperson 3	\$33.66	\$33.83	\$34.00	\$34.17

It is understood between the parties that all recalled employees who have successfully completed their probation period will be classified as Labour 3 at the start of every Active Operating Season. All newly-hired employees in their probationary period will be classified as Labour 2.

Student hires shall receive a rate of pay equal to 80% of Labour 2 rate.

Annual wage increases as follows:

Date of Ratification – 0.5% increase applied to all wage rates

April 1, 2017 – 0.5% increase applied to all wage rates

April 1, 2018 – 0.5% increase applied to all wage rates

APPENDIX 2
Eligibility Requirements for Benefits

Exceptions to the Benefits Laid Out in the Collective Agreement	Commencement of Operating Season			
	1 st Season	2 nd Season	3 rd Season	4 th Season
Vacation	4% paid every pay period	6% paid every pay period	Full Entitlement	full entitlement
Leave of Absences	19.10 (General Leave) & 20.1 (Pregnancy Leave)	19.10 (General Leave) & 20.1 (Pregnancy Leave)	Full Entitlement	full entitlement
Health & Welfare	None	None	Full Entitlement	full entitlement
Short-Term Disability	None	None	Full Entitlement	full entitlement

In order to maintain the above benefits upon achieving full entitlement, employees must:

- (1) maintain 1100 hours worked at the straight-time rate within the previous 26 pay periods
- (2) maintain their seniority in accordance with Article 11 – Seniority.

Health and Welfare benefits, for those employees who have met the full entitlement requirements shall have the option of maintaining their Health and Welfare Benefits during the Shut-Down Season in advance. If the employee fails to maintain their benefits coverage, the Employer shall reinstate their benefits upon their recall for the Active Operating Season.

APPENDIX 3
Excluded Classifications

The Union hereby agrees to exclude from the bargaining unit:

1. Pavement Marking Manager
2. Quality Assurance Manager
3. Operations Assistant
4. Operations Manager

APPENDIX 4
Apprentices

Should in the future the Employer wish to sponsor an apprentice in a recognized Apprenticeship Program, the Labour Management Committee shall meet to negotiate the apprenticeship terms, conditions and rates of pay for the apprentice.

INFORMATION APPENDIX 1
Re: Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 24.5 are as follows, subject to the terms and conditions of the carrier:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$40,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

MEMORANDUM OF UNDERSTANDING 1
Re: Stewards at Step 2 of the Grievance Procedure

The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to at least one steward per worksite to represent employees at Step 2 of the grievance procedure. The parties may agree to additional stewards in large worksites or worksites with shift operations.
2. In the absence of a steward, another steward at the worksite will represent the employee at Step 2.
3. Where there is no steward at the worksite, another steward within the bargaining unit will represent the employee at Step 2.
4. Where the steward within the bargaining unit is outside of the grievor's geographic headquarters, another steward may be used. It is understood that the use of this provision will be limited as much as possible and that any problems related to the administration of this provision will be referred to the Joint Committee for resolution.
5. The mandate of the steward at Step 2 is to:
 - (a) Present the grievance at Step 2.
 - (b) Conduct the Step 2 meeting with the Step 2 designate. Where it is not feasible for the steward and Step 2 designate to meet personally, the Step 2 meeting may be conducted by phone.
 - (c) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.
6. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave their work shall be obtained as required by Clause 2.6(c).
7. Nothing in this Memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.

MEMORANDUM OF UNDERSTANDING 2
Re: Scheduling of Earning Time Off and Vacation on Layoff

Auxiliary employees who have earned time off (ETO) will have their earned time off scheduled as time off commencing at the effective date of layoff.

Auxiliary employees may, on request, also schedule earned vacation credit commencing at the effective date of layoff. In such cases, the provisions of Clause 18.5 of the collective agreement shall not apply.

The auxiliary employee will not be subject to recall during the period of the scheduled earned time off or vacation.

Employees on scheduled ETO or vacation past the effective date of layoff will not be grounds for a claim from another employee that he or she has been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

MEMORANDUM OF UNDERSTANDING 3
Re: Regular Employee Classification
(as of December 31, 2008)

1. It is agreed and understood that the below-noted regular employees will continue to enjoy any superior benefit(s), or terms and conditions, which were contained in the previous collective agreement expiring on December 31, 2008 between the Union and the Employer:

Regular Employee	Seniority Date	"Regular" Classification
Michael Kearns	April 4, 1977	Machine Operator 5
Steve Vallis	April 3, 1989	Foreperson 3
Rick Abbott	April 2, 1990	Foreperson 3
Bruce Fong	March 29, 1993	Foreperson 3
James Page	March 29, 1993	Machine Operator 5

2. Pursuant to #1 above, the following identifies the superior benefits:

(a) *Seniority*

For the purpose of this agreement, the above-noted employees will have seniority over all other employees. Service seniority for the above-noted employees shall mean the length of continuous service as a regular employee with the Employer. For those employees who transferred to this Employer from the Public Service of BC on June 1, 2004, all previous seniority as a regular employee shall be credited.

(b) *Layoff*

In the event of a layoff of regular employees the following shall apply:

- i. Where the employee's position is relocated, they shall be offered the position in the new location. An employee may decline an offer pursuant to this section.
- ii. The Employer shall notify employees affected a layoff in writing, at least six weeks prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work their regularly scheduled shifts during the six-week period after notice of layoff, they shall be paid in lieu of work for that part of the regularly scheduled shifts during which work was not made available.
- iii. An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:
 - (1) The employee to be laid off shall be the employee with the least service seniority in the same classification in headquarters.

	Vacation/Displacement	Classification	Headquarters
(i)	vacancy	same	same
(ii)	vacancy	other	same
(iii)	displace	other	same
(iv)	vacancy	same	other
(v)	vacancy	other	other
(vi)	displace	same	other
(vii)	displace	other	other

- (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (vi) below.

- (3) In order to facilitate the administration of (b)(iii) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification or headquarters.
 - (4) For purposes of this clause, an employee may only displace a junior employee with less seniority.
 - (5) In the event that an employee is not placed pursuant to any of the above options they shall claim early retirement or severance pay.
- iv. Job offers pursuant to (c) above:
- (1) If an employee refuses one job offer in the same classification and the same headquarters, they will be deemed to have resigned but may, if eligible, claim early retirement.
 - (2) If an employee refuses one job offer in a different classification in the same headquarters, they shall claim early retirement or severance pay.
 - (3) If an employee refuses two job offers in a different classification and in a different headquarters they shall claim early retirement or severance pay.
 - (4) An employee who fails to elect between early retirement or severance pay in (2) and (3) above shall be paid severance pay.
- v. In all cases, the regular employee must possess the qualifications to perform the work available.
- vi. *Retraining and Adjustment Period*
- Employees who assume a new position pursuant to this clause will receive job orientation, shall be allowed a reasonable time to familiarize themselves with their new duties.
- vii. *Early Retirement*
- A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this clause shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Plan Rules.
- viii. *Severance Pay*
- Prior to the expiry of the Notice of Layoff, or within 30 days of refusing job offers in accordance with (iv) above, a regular employee with greater seniority than three years will be entitled to resign with severance pay based upon three weeks current salary for each year (1827 hours at straight-time rate) of regular service seniority or major part thereof.
- The employee will not receive an amount greater than 12 months current salary.
- ix. Subject job offers in accordance with (iv) above, employees shall remain at work and on pay until the steps under (iii) are completed provided the employee:

- (1) has co-operated in the placement process; and
- (2) has opted for displacement; and
- (3) has not opted to claim early retirement or severance.

The above provisions of paragraph (ix) do not apply to employees who receive a layoff notice resulting from a seasonal reduction in the amount of work required to be done by the Employer.

(c) *Job Postings*

Should a regular employee choose not to relocate in accordance with Clause 12.14, the employee may elect from the options available to him/her in (b) Layoffs (iii) above.

(d) *Overtime on Paid Holidays*

A regular employee who works on Christmas and New Year's shall be compensated at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday.

(e) *Extended Child Care Leave*

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

- i. The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 20 - Pregnancy, Parental and Pre-adoption Leave.
- ii. The combined length of leaves under this clause and under Article 20 -Pregnancy , Parental and Pre-adoption Leave shall not exceed 18 months.
- iii. The employee's return to work requirements of Clauses 20.8(b) and 20.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 20.9.
- iv. Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

(f) *Long-Term Disability*

- i. Notwithstanding Clause 24.1 above, regular full-time employees shall only be covered by the long-term disability plan contained within the group benefit plan upon completion of six months active employment with the Employer. Following a waiting period of 182 days, the long-term disability plan provides a benefit of 70% for the first \$2,300 of an employee's monthly salary and 50% of the remainder to a maximum of \$6,000 per month.
- ii. 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 six months, including periods approved in Sections 24.3(a)(1) and (3), they shall be eligible to receive a monthly benefit as follows:

- (1) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section (g) will not apply.
- (2) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

- a) 70% of the first \$2,300 of monthly earnings; and
 - b) 50% of the monthly earnings above \$2,300.
- (3) For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.
 - (4) 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 six month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the short-term plan period, or an equivalent six month period.

The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section (d), 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.

An employee in receipt of long-term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a rehabilitation committee established there under and will retain seniority rights should they return to employment within six months following cessation of benefits.

When an employee is in receipt of the benefit described in (2) above, contributions required for benefit plans in (4) above and contributions for superannuation will be waived by the Employer.

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 (4) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

iii. Total Disability

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 25 months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 26.7(a) at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee

will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, 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.

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 25 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.

If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 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.

In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (i) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section (c)(1), the provisions of Section (d)(3)(i) shall not apply until the employee is receiving a benefit under Section (c)(2).

iv. Exclusions from Coverage

The long-term disability plan does not cover total disabilities resulting from:

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

v. 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 hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

vi. 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:

- (1) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (2) 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
- (3) any amount of disability income provided by any compulsory *Act* or Law; and
- (4) 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
- (5) 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:

- a) 100% of basic pay; or

- b) 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 Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

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

vii. 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.

viii. Cessation of Benefits

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

- (1) at the end of the month in which the employee reaches their 65th birthday;

- (2) on the date of commencement of paid absence prior to retirement;
- (3) 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.

(g) *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.

- 3. The parties further acknowledge and agree this Memorandum will become null and void when all of the above-noted employees are no longer employed with the Employer.

MEMORANDUM OF UNDERSTANDING 4
Re: Transfer of Time Banks

Should, during the life of this collective agreement, Mainroad Pavement Marking LP not retain their contract area(s), the Employer may require employees to take as time off, all earned CTO/ETO vacation and lieu day entitlements prior to the expiration date of the pavement marking contract.

MEMORANDUM OF UNDERSTANDING 5
Re: Headquarters

The parties recognize that the Employer may, due to operational requirements, require new headquarters location(s) or need to relocate their current production headquarters. In the event new location(s) are required or relocation is deemed necessary, the parties agree to meet as soon as is practicable pursuant to Clause 7.7 to determine how such relocation or new location(s) are to be administered in accordance with the collective agreement.

MEMORANDUM OF UNDERSTANDING 6
Re: Student Employment Program

Both parties recognize the benefits of providing summer employment for students. Under the terms of this Program, students:

- 1) All students must be registered to attend school for the purpose of continuing their education after the end of summer employment.
- 2) There shall be no more than one student employee on a crew/work group and they shall not replace regular employees.
- 3) All students must possess a flagging certificate before attending work.
- 4) All students must have a valid Driver's Licence of the appropriate Class to operate a vehicle on their own or better, and a positive driving record.
- 5) Students will be restricted to the following duties under the direction of a bargaining unit employee:

- a) Labouring
 - b) Flagging, shadow vehicles
 - c) Miscellaneous activities as mutually agreed by the Labour/Management Committee
- 6) Students will be entitled to the following:
- a) Paid at 80% of the Labour 2 wage rate
 - b) Four percent pay in lieu of vacation to be paid biweekly each payday
 - c) Statutory holiday pay in accordance with Clause 31.9 paid at 7.0 hours
- 7) Students will not be entitled to any other benefits of the collective agreement except as listed in #6 above.
- 8) Student employment shall be restricted to the period from May 15th to August 31st each year. The above-noted time frame may be extended by mutual agreement of the Labour/Management Committee.

MEMORANDUM OF UNDERSTANDING 7
Re: Seasonal Position Assignment

Notwithstanding those positions listed in Memorandum of Understanding 3, prior to the start of each Active Operating Season, the Employer will post "*Expressions of Interest*" for the following position assignments:

- (a) Foremen
- (b) Paint Truck Driver
- (c) Supply Truck Driver

Selections to the above-noted positions shall be assigned on the basis of merit in consideration of education, skills, knowledge, experience, past work performance and seniority. If two or more applicants are considered relatively equal, seniority shall be the deciding factor.

The employees assigned to the above-noted positions will retain their positions for the current Active Operating Season.

Should a temporary vacancy occur as a result of an illness or injury to an employee in one of the above-noted positions, the Employer shall assign another employee to the position. The assignment will be based on the same selection criteria noted above.

LETTER OF UNDERSTANDING 1
Re: Supplemental Unemployment Benefit Plan

A. Supplemental Unemployment Benefit Plan - Maternity Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU Master Agreement Clause 20.1.
2. The maximum number of weeks for which SUB Plan benefits are payable is 15 weeks.

3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources Development Canada of any changes in the Plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU Master Agreement Clause 20.2.
2. The maximum number of weeks for which SUB Plan benefits are payable is 35 weeks.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources Development Canada of any changes in the Plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

MEMORANDUM OF AGREEMENT

Re: Parties to Commence Early Collective Bargaining

Notwithstanding Clause 30.2, in a year when any Provincial Pavement Marking contract is out for tender, the Employer and the Union agree to commence early collective bargaining with the Union's existing bargaining committee. Bargaining shall commence within five days of the release of the pavement marking RFP. For example, if the RFP is released on September 20, 2018, the parties agree to commence bargaining on September 25, 2018.

The parties will endeavor to ratify a newly negotiated collective agreement within 10 days prior to the submission deadline of the RFP.