

COLLECTIVE AGREEMENT

between the

EMPLOYER IN HIGHWAY SERVICE AREA 28

and the

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

Effective from August 1, 2019 to July 31, 2027

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LAKES DISTRICT MAINTENANCE - Service Area 28125

DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the maintenance contractor except those excluded by mutual agreement between the parties to this agreement. If mutual agreement cannot be reached either party may refer the matter to arbitration.
- (2) "*Bargaining unit work*" means all work and contracting work performed by the Employer and all road and bridge maintenance work required by the Province of BC.
- (3) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection.
- (4) "*Child*" wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.
- (5) "*Classification Series*" is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
- (6) "*Day of rest*", in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position.
- (7) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (8) "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular*" meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
 - (b) "*Auxiliary*" meaning an employee who is employed for work which is not of a continuous nature, such as:
 - (1) seasonal positions;
 - (2) temporary positions required on an as and when basis."*Employee*" does not include managerial or confidential positions mutually excluded by the parties to this agreement.
- (9) "*Employer*" means the contractor that holds the maintenance contract in Service Area 28.
- (10) "*Holiday*" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (11) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the terms of their contract with the BC government.
- (12) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (13) "*Lateral transfer*" or "*Transfer*" means the movement of an employee from one position to another which does not constitute a promotion or demotion.
- (14) "*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 or other material change in organization, and where, should work become available, employees will be recalled in accordance with Article 13 or 31.
- (15) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (16) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.

- (17) "*Merit*" pursuant to Article 12.8, means the education, skills knowledge and experience required to carry out the duties of the position.
- (18) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within his/her seniority block.
- (19) "*Probation*" means the first thirty (30) days of working employment in their initial position.
- (20) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (21) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (22) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (23) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (24) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (25) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority.
- (26) "*Service area*" is that area within the boundaries of Contract Area 28.
- (27) "*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.
- (28) "*Steward*" means the Union's representative at the local level who is an employee of the Employer and who shall perform duties in accordance with the collective agreement.
- (29) "*Spouse*" includes husband, wife and common-law spouse.
- (30) "*Termination*" is the separation of an employee from their employment.
- (31) "*Temporary Assignment*" for the purposes of Article 13.4 temporary assignment shall be defined as a work assignment(s) of twenty (20) days or less in a calendar year or longer if by mutual agreement.
- (32) "*Travel status*" with respect to an employee means absence of the employee from their seniority block on the Employer's business with the approval of the Employer, but will not apply to employees who return on the same day.
- (33) "*Union*" means the B.C. Government and Service Employees' Union.
- (34) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (35) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e.: road crew, bridge crew, mechanical crew, etc.) Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.
- (36) "*Work schedule*" means the roster of work hours and days and shift patterns to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

The parties to this agreement share a desire to improve the quality of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of road and bridge maintenance in which members of the bargaining unit are employed.

The parties to this agreement shall promote and strive to maintain a cooperative and respectful atmosphere in the workplace. They shall jointly encourage the safe and responsible performance of work, conscientious maintenance and use of the Employer's equipment.

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. If mutual agreement cannot be reached, the matter may be referred to arbitration by either party.

1.3 Conflict With Policy

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

1.4 Gender Neutral Language

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

1.5 Personal Harassment

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

(b) Personal harassment means behaviour that a person knew or reasonably ought to have known would cause a person to be humiliated or intimidated and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Examples include, but are not limited to:

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

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

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

might include decisions relating to a worker's duties, workloads, deadlines, transfers, reorganizations, work instructions or feed back, work evaluation, performance management, or disciplinary actions.

1.6 Sexual Harassment

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

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

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

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

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

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

1.7 Harassment Compliant Procedures

(a) Complainants are encouraged to follow this complaint process. However, they may elect to access another external process, such as those provided by WorkSafeBC or the Human Rights Tribunal. Where a complaint under this article is made, a complaint through such an external process may be deferred pending the completion of this process.

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

- (1) A complainant who wishes to pursue a concern arising from an alleged harassment must submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Chief Executive Officer. Where the complaint is against the Chief Executive Officer, it shall be submitted to the Board of Directors or other employer designate.
- (2) When the Employer has received a complaint, they will notify the respondent and the Union Staff Representative of the substance of the complaint in writing within fifteen (15) days. All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (3) 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 this article. The complainant and the respondent (if they are a member of the Union) may request union representation during any such hearing.

(4) Complainants who are comfortable in doing so, may first try to informally resolve their complaint with the alleged harasser, but are not required to do so. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(b) If the complaint is not resolved and a formal complaint is made within the timeframes set out above, the employer's designate shall investigate the complaint and shall submit a report to the Chief Executive Officer in writing within fifteen (15) days of receipt of the complaint. The Chief Executive Officer shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent be apprised of the Chief Executive Officer's resolution.

(c) If the complainant and/or respondent is a member of the bargaining unit, they shall be given the option of having union representation present at any meeting held to investigate the complaint.

(d) Pending determination of the complaint, the Chief Executive Officer may take interim measures to separate the employees concerned if deemed necessary. In cases where either union or management believes a transfer may be a solution, the parties will meet to discuss the implications of any such transfer.

(e) Where either party to the proceeding is not satisfied with the Employer's response under Article 1.8(b), the complaint will, within thirty (30) days of that response, be put before an arbitrator. Grievances related to personal harassment or sexual harassment will be addressed under this process.

Where no response under Article 1.8(b) is provided within sixty (60) days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 8 of the *Labour Relations Code* and shall have the right to:

(1) dismiss the complaint;

(2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; and

(3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Chief Executive Officer or the Arbitrator.

(g) The Arbitrator chosen will be the Arbitrator from the list found at Article 9.2 that has the earliest available date that is at least fourteen (14) days after the date of referral, or an alternative arbitrator may be selected by mutual agreement.

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this agreement except those employees in positions mutually agreed-to between the parties as managerial and (or) confidential exclusions.

- (b) The guidelines to be considered in negotiating exclusions shall be:
- (1) position incumbents employed in a confidential capacity in matters relating to labour relations;
 - (2) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations;
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.
- (d) Positions excluded by this agreement shall be described in Appendix 5 - Excluded Personnel.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this agreement shall be sent to the President of the Company or their designate.
- (c) The parties agree that a copy of any correspondence between one party and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of this agreement shall be forwarded to the other party's appropriate designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to elect stewards and a chief steward to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. All stewards shall be employees of the Company.
- (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 in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during union 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) The Employer agrees to allow union stewards reasonable use of the Employer's telephone or facsimile facilities in order to carry out his/her duties pursuant to Article 2.6 of this agreement. It is understood that such use will necessitate no additional cost to the Employer.

2.7 Union Bulletin Boards

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

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) Pursuant to Article 2.8 of this agreement, the union insignia shall be displayed in mutually-agreeable, prominent positions on all mobile equipment operated by employees covered by this agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually-agreeable size and type.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- (2) to an elected or appointed union representative to attend 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 Committee;
 - (4) to an employee called by the Union to appear as witness before an arbitration board;
 - (5) to employees designated to sit as an observer.
 - (6) employees elected to a full-time position with the Union for a period of one (1) year;
 - (7) an employee elected to the position of President, Treasurer, or Executive Vice President of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request;
 - (8) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request for a maximum period of two (2) additional years, provided that, where an employee is not seeking re-election, the employee must provide two (2) months notice of their return to work date, otherwise, they must provide one (1) month's notice.
- (b) "*Chief Stewards*" - Leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of six (6) days per year to deal with collective agreement related problems on the worksites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with current pay, 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 regular 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) "*With Pay*" - leave of absence with current pay, and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer, including travel time if required.

2.11 Office Use/Union Representatives

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

Members of the 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.

- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time. Union representatives shall be allowed reasonable

use of the Employer's telephone and facsimile machines for the purpose of conducting union business on the employee's time, provided it does not result in any additional cost to the Employer.

2.12 Emergency Services

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

2.13 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of fifteen (15) days as an employee.

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 twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by contract area, by electronic transfer:

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

The Employer shall provide to the Union a report of employees who have ceased employment and the reason for such on a quarterly basis.

The Union agrees to indemnify the Employer from any action by any employee as a result of complying with this clause.

(e) Before the Employer is obliged to deduct any amount under Clause 4(a) or (b) 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. Upon receipt of such notice, such changed amount shall be the amount deducted.

(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 EMPLOYEES

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name, phone number, email address and location of their steward in their letter of hiring.

(b) Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement. The Employer will notify the union steward who will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first ten (10) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Where possible, all new employees within a work group shall be oriented by the steward during a single meeting.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

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

In emergency situations where bargaining unit personnel are not immediately available, and for monitoring training and instruction.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

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

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a labour/management committee comprised of an equal number of employer and union representatives. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed. Depending upon the agenda of the Committee, the Employer will book a one-half ($\frac{1}{2}$) day for such meetings for the purpose of traveling to and from and attendance at the Labour/Management Committee meetings and Article 2.10(c) shall apply.
- (b) The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be treated strictly on a "*without prejudice*" basis.
- (c) The Committee will be responsible for making recommendations regarding employee training designed to enhance the existing skill base of employees while increasing an employee's suitability for promotional opportunities.
- (d) The Joint Labour/Management Committee union representatives shall be the union Bargaining Committee or designate(s) and the local union area staff representative or designate.
- (e) The Committee will fulfill its commitments with respect to Special Employment Equity Program (SEEP), pursuant to MOU #12 and provide the necessary reports to the Provincial SEEP Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

Every effort shall be made by an employee and their immediate excluded supervisor to resolve the issue verbally. An employee shall have the right to have their steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstances giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

8.3 Step 2

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

8.4 Time Limit to Submit to Arbitration

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

8.5 Policy Grievance

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this agreement, within twenty-one (21) calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Article 9.

8.6 Suspension or Dismissal

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing, within ten (10) calendar days, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspension shall be filed at Step 2 and grievances arising from a dismissal shall be filed at arbitration within twenty-one (21) days of the occurrence.

8.7 Time Limits

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld. If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance.

Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

8.8 Administrative Provisions

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

8.9 Technical Objections

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

8.10 Deviation from Grievance Process

The Employer agrees that after a grievance has been initiated by the Union, no discussion will be entered into respecting the grievance, with the aggrieved employee, without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance will be considered abandoned.

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Articles 8.4, 8.5, and 8.6, the Union's area staff representative may submit a grievance to arbitration. Such submission shall be filed within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

9.2 Pre-Arbitration Meeting

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

- Mark Brown
- Mark Atkinson
- Arne Pletz
- Corinn Bell

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

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

The parties may seek to have the arbitrator render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties.

9.5 Costs

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

9.6 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration, except grievances in the nature of:

- (1) policy grievances;
- (2) grievances requiring substantial interpretation of a provision of the agreement;
- (3) grievances requiring presentation of extrinsic evidence;
- (4) dismissals;
- (5) suspensions in excess of twenty (20) workdays;
- (6) demotions.

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

(b) The arbitration procedure shall be in accordance with the following:

- All presentations shall be short and concise.
- A comprehensive opening statement shall be made by both parties.
- There will be limited use of authorities.
- Where possible the parties will develop an agreed statement of facts.
- All documents will be jointly submitted wherever possible.
- The hearing will be conducted in an informal manner.
- The parties may mutually agree to have the Arbitrator mediate the issues.
- All presentations will be informal, and lawyers will not be used, including staff lawyers.

(c) By January 15th of each year, the parties will reserve a period of two (2) working days (or more if required) biannually March and September, for hearings to address all outstanding grievances. Representatives of the parties will meet at least two (2) weeks prior to the reserved dates to finalize an agenda of grievances to be heard.

(d) The Arbitrator shall hear the grievances and shall render a binding decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

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

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

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

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

(i) The parties agree that the hearings will be conducted locally.

(j) The parties will appoint an individual from the following list to adjudicate the grievances scheduled for expedited arbitration:

- Mark Brown
- Mark Atkinson
- Arne Pletz
- Corinn Bell

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Right to Steward

- (a) An employee will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present if they feel it necessary.
- (b) A steward will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present if they feel it necessary.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension shall be filed at Step 2, and from dismissals at arbitration, within twenty-one (21) days of the suspension or dismissal.

10.5 Probationary Period

- (a) Each new employee shall serve a probationary period of thirty (30) working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within twenty-one (21) days of the date upon which the employee was notified of their rejection on probation.

10.6 Personnel File

An employee, or the President of the Union or 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). Upon the employee's written request, written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be considered removed after the expiration of twelve (12) months from the date it was issued provided there has not been a recurrence of the same issue.

10.7 Abandonment of Position

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

10.8 Discipline Deemed Void

Any disciplinary action implemented by the Employer must occur within:

- (a) twenty-one (21) workdays of the action or circumstances giving rise to the discipline; or
- (b) twenty-one (21) workdays from when the Employer first became aware of the action or circumstances giving rise to the discipline.
- (c) Failure to proceed within the above-noted time frame shall deem any subsequent disciplinary action null and void.

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

- (a) Service seniority for regular employees shall be defined as the length of regular unbroken service with the Employer and shall include:
 - (1) unbroken service as a regular employee with previous contractors in Service Area 28 provided they accepted regular employment with successive contractors in Service Area 28; and
 - (2) unbroken service as a regular employee with the Ministry of Transportation and Highways provided they accepted regular employment with the successive contractor in Service Area 28.
- (b) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) workdays shall accumulate service seniority within a work group on the basis of the total number of straight-time hours worked with the Employer. Accumulated straight-time hours worked with previous contractors in Service Area 28 will be included provided they accepted auxiliary employment with successive contractors in Service Area 28.
- (c) When two (2) or more employees have the same start date their relative seniority will be determined by chance.

11.2 Seniority Lists

The Employer will prepare seniority lists semi-annually, October 1st and April 1st, for each classification series within a seniority block. The information will show each person's point of assembly, classification,

regular or auxiliary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

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

11.3 Loss of Seniority for a Regular Employee

- (a) A regular employee shall lose seniority in the event that:
- (1) they are discharged for cause;
 - (2) they resign or abandon their position;
 - (3) they accept a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) 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;
 - (4) they accept a severance payment in accordance with Article 13;
 - (5) they perform no work for the Employer for a period of twelve (12) consecutive months from the last date of work.
- (b) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (c) A regular employee on a claim recognized by the Workers' Compensation Board or ICBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

11.4 Loss of Seniority for an Auxiliary Employee

- (a) An auxiliary employee shall lose their seniority in the event that:
- (1) they are terminated for cause;
 - (2) they voluntarily terminate or abandon their position;
 - (3) they are not recalled for a work assignment in a nine (9) month period. For auxiliaries hired after August 1, 2002, they are not recalled for a work assignment in a six (6) month period;
 - (4) they are unavailable for or declines three (3) offers of re-employment in a one (1) calendar year period.

11.5 Re-Employment

A regular employee who resigns their position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their pension contributions.

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**12.1 Filling of Vacancies of the Regular Complement**

- (a) All job postings including postings of a temporary nature shall indicate the nature of the position, qualifications and skills 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.
- (b) When a new position is created, or when a regular vacancy is created through resignation, discharge, promotion, transfer, retirement of an incumbent regular employee, the Employer shall determine whether the vacancy is to be filled, and in what location within the service area. However, once the regular complement reaches twenty-one (21), the requirement to fill vacancies pursuant to this clause shall be re-instated. The regular complement shall be maintained at twenty-one (21).
- (c) Where the regular position is to be filled, it shall be offered within the seniority block in the following sequence:
- (1) senior qualified regular employee in the classification series in the seniority block;
 - (2) senior qualified regular employee in another classification series in the seniority block;
 - (3) senior qualified regular employee in the classification series in other seniority block;
 - (4) senior qualified regular employee in another series in other seniority block;
 - (5) senior qualified auxiliary employee within the seniority block;
 - (6) senior qualified auxiliary employee in another seniority block.
- (d) Vacancies arising at or above the Foreman 1 and Trade Leadhand levels shall be subject to the posting provisions contained in Clause 12.2.
- (e) The Employer agrees to fill complement vacancies, in accordance with (c) above, within thirty (30) calendar days of the vacancy occurring.
- (f) If the vacancy is not filled from within the bargaining unit, the Employer agrees to fill the complement vacancy from outside the bargaining unit within sixty (60) calendar days of the vacancy occurring.
- (g) Filling a complement vacancy as a result of an employee retiring, the time frames in (d) and (e) above will begin at the expiry of all leaves, which will be taken before the retirement allowance and/or leave.

12.2 Filling of Temporary Vacancies

- (a) The Employer shall fill vacancies of a temporary nature created as a result of a regular complement employee using any provision of this collective agreement with the exception of annual vacation and CTO which results in an absence which exceeds thirty (30) calendar days.
- (b) Where vacancies are created as a result of a regular complement employee's absence pursuant to Clause 12.2(a) above, the Employer shall, on the twenty-ninth (29th) day, offer the position to employees within the seniority block as follows:
- (1) Senior qualified regular employee in the classification series;
 - (2) Senior qualified regular employee in another classification series;
 - (3) Senior qualified auxiliary employee.
- (c) Where subsequent vacancies are created as a result of Clause 12.2(b), the Employer agrees to fill those vacancies immediately and shall offer those positions to employees within the seniority block as follows:

- (1) Senior qualified regular employee in the classification series;
- (2) Senior qualified regular employee in another classification series;
- (3) Senior qualified auxiliary employee.

(d) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to in Clause 12.2(a) return to their regular position.

12.3 Notification of Unsuccessful Applicants and Grievance Process

(a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, their request must be in writing to the supervisor. Within five (5) calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within fourteen (14) calendar days of the date of the notice being sent to the Union pursuant to Article 12.4, the successful applicant shall be awarded the position.

(b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

12.4 Interview Expenses

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

12.5 Trial Period

Where a bargaining unit employee is promoted, they will be placed on trial for a thirty (30) working days period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, they will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

ARTICLE 13 - LAYOFF

13.1 Role of Seniority in Layoff

(a) In the event of a layoff, regular employees will be laid off by reverse order of seniority within a classification series within an assembly point. The Employer shall give the employee twenty (20) working days advance notice in writing.

(b) The parties agree that the six (6) most senior employees, as identified in this agreement, shall not be subject to layoff, relocation, and/or salary adjustment. This number shall be reduced to zero (0) through attrition by July 31, 2027.

13.2 Options Upon Layoff

Within the twenty (20) workday period, an employee affected by a layoff will indicate to the Employer in writing any of the following options in sequence:

- (a) (1) Bump a junior employee within the same work group. In so doing they must have the necessary qualifications to perform the job.

- (2) Regular employees may bump the most junior employee within a similar work group within the Company. In doing so they must have the necessary qualifications to perform the job. Relocation allowances will apply only once to employees who choose this option.
- (3) Opt for severance pay.
- (4) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a position within the assembly point. If this option is selected, no severance pay will be paid.
- (5) Opt for early retirement if qualified.
- (6) Employees failing to opt for one of the above options within the twenty (20) workday period will be paid severance pay in accordance with this article.
- (7) Employees shall not accumulate seniority while on layoff.

(b) *Severance Pay*

- (1) All regular employees hired after January 1, 1999, and all those who have not accessed severance prior to July 31, 2019, shall receive notice in lieu of severance, as per the *Employment Standards Act*.
- (2) A regular employee hired on or before January 1, 1999 shall be entitled to severance pay as per the following:
 - (i) for the first year of completed employment - three (3) weeks current salary;
 - (ii) for the second year of completed employment - three (3) additional weeks current salary;
 - (iii) for each completed year thereafter, two (2) additional weeks current salary;
 - (iv) an employee will not receive an amount greater than six (6) months current salary.
- (3) In the event that the Employer does not bid on future maintenance contracts with the Province of British Columbia or where the Employer is not successful in extending or renewing a maintenance contract with the Province of British Columbia, and in the event that the subsequent maintenance contractor does not offer employment, regular employees shall be entitled to severance pay in accordance with Clause 13.2(b) above.

13.3 Recall of Employees

Recall of regular employees from the recall list within the assembly point shall be on the basis of seniority provided that the employee is qualified to perform the duties of the job.

13.4 Relocations of a Temporary Nature

Employees who on a temporary basis are required to relocate to a seniority block outside their normal seniority block, will have all necessary expenses such as meals, accommodation and travel provided for by the Employer. Temporary relocations shall not exceed twenty (20) days in a calendar year unless by mutual agreement between the Employer and employee(s) involved.

13.5 Temporary Assignments within Seniority Block

Employees who are temporarily assigned work in another classification series shall continue to accrue seniority within the classification they held prior to the temporary assignment. The parties agree that

qualified employees from any classification series may be assigned work in other classification series provided they meet the requirements of that classification.

13.6 Yard Closure

Should a yard closure or relocation of a yard be necessary, the Employer and the Union shall meet to ensure that the impact of the resultant transition process is minimized for existing employees. Any redundancies created will be dealt with through attrition, early retirement, or layoff of those employees not covered by Clause 24.1.

Where yard consolidations occur, the following actions will be undertaken:

- (a) Maintain separate holiday schedules for two (2) years.
- (b) Integration of crews, with respect to work assignments and substitution, will take effect after one (1) year at the yard site.
- (c) Auxiliary crews will be integrated immediately.
- (d) Regular dispatch will utilize local knowledge and experience.
- (e) The Joint Labour/Management Committee is charged with resolving any problems with the implementation process during the transition period.
- (f) In the event that there are vacancies in the consolidated yard site, qualified regular employees outside the Core Group shall be entitled to fill the vacancy.
- (g) Employees who relocate as a result of a yard closure will be entitled to relocation expenses as per Appendix 4, Part II.

Issues resulting from amalgamation shall, if not resolved locally, be dealt with at the Joint Labour/Management Committee.

13.7 Transfer Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
 - (1) compassionate or medical grounds to regular 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 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation, but including paid holidays will be nineteen hundred fifty-seven and one-half (1957½), which is equivalent to an average of thirty-seven and one-half (37½) hours per week. The nineteen hundred fifty-seven and one-half (1957½) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times employees may begin and end their work schedules, an

employee will be required to work an average of nineteen hundred fifty-seven and one-half (1957½) hours.

14.2 Work Schedules

- (a) This agreement shall establish shift patterns and length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the employees' representative at the local level will establish work schedules by mutual agreement based upon the shift patterns and hours of work clauses of this agreement. In these discussions, the parties shall consider start and finish times that are needed for operational requirements.

If the parties are unable to reach mutual agreement, the dispute shall be referred to an arbitrator selected by mutual agreement of the parties. Where no agreement has been reached, there shall be no change to the hours of work schedule until mutual agreement has been reached or an arbitrator's decision has been rendered. The Arbitrator has to hear and determine the dispute within fourteen (14) days of a request to arbitrate being made by the parties.

- (d) Employees shall commence their daily pre-trip inspections fifteen (15) minutes in advance of their scheduled start time. It is understood that the sum of time to complete this activity may exceed fifteen (15) minutes and the activities performed under this provision are considered part of the workday and earnings for the purposes of WCB, Article 25 and Clause 33.4 (Indemnity).

14.3 Conversion of Hours

- (a) *Lieu days* - where an employee is granted a lieu day pursuant to Article 17.3, the lieu day shall be banked and granted on the basis of the length of shift when the lieu day was granted. The parties agree that banking of hours is on the basis of an hour earned is an hour taken and it shall not be considered an increased cost.
- (b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the designated holiday shall be granted on the basis of the length of shift when the designated paid holiday was granted.

14.4 Rest Periods

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

14.5 Standby Provisions

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour's pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two (2) hours shall be paid one and one-half times (1½x) the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.

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

- (b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.
- (c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave their workplace the Employer shall not be responsible for their transportation.

14.7 Shift Patterns

- (a) All matters pertaining to the length of the workday and shift patterns shall be determined by this agreement and be implemented at each assembly point by mutual agreement.
- (b) Shift pattern and length of scheduled changes will be limited to a maximum of six (6) per year with a minimum duration of one (1) month for any shift pattern or scheduled workday length, except by mutual agreement within the work group, or if necessary, refer the matter to the Joint Labour/Management Committee.

14.8 Table of Recognized Workday Lengths and Shift Patterns

Workday lengths and shift patterns shall be in accordance with Memorandum of Understanding #1.

14.9 Days of Rest

- (a) Schedules for regular employees shall provide for a minimum of two (2) consecutive days of rest within a seven (7) day period.
- (b) By mutual agreement at the local level, and subject to operational requirements, rest days may be banked to enable extended periods for return to regular assembly point or to provide for long weekends or alternate days off.
- (c) Rest days for employees on travel status may also be deferred by mutual agreement.

14.10 Scheduling of Earned Time Off Time as Per Article 14.8

- (a) *Surplus Time as per Article 14.8* - earned time off shall be averaged and taken off by mutual agreement and subject to operational requirements over a twelve (12) month period except that up to ten (10) days of accumulated surplus time may be taken off along with annual vacation upon written request as per 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 "*double-time*" (2x) as the premium rate.
- (2) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a "*straight-time*" time credit to be carried forward.

14.11 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to the regular assembly point or to provide for long weekends or alternate days off.

14.12 Rotation of Shifts

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than their share of the second or third shifts.
- (b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned to that machine shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between change of shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up in seniority order within the seniority block (includes all classifications required to work shifts).

14.13 Split Shifts

No employee shall be required to work a split shift.

14.14 Employees Working Away from Their Point of Assembly

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

ARTICLE 15 - SHIFT WORK**15.1 Definition of Shifts and Shift Premiums****(a) Identification of Shifts:**

- (1) "Day shift" - all hours worked on any shift which starts between 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.
- (4) "Weekend shift" - all hours worked on any shift which starts between 6:00 a.m. Saturday and 6:00 a.m. Monday.

(b) Shift Premiums:

- (1) One dollar and eleven cents (\$1.11) per hour for afternoon and night shift.
- (2) Seventy-six cents (76¢) per hour for weekend shift.

Effective July 18, 2018 all shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon, night shift or weekend shift as identified in Clauses 15.1(a)(2), 15.1(a)(3) and 15.1(a)(4) 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 appropriate shift premium.
- (d) Shift premiums will apply to overtime hours worked in conjunction with a shift. These premiums do not apply to overtime worked on a day of rest or on a callout.

15.3 Notice of Work Schedules

Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

15.4 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Clause 15.4(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 Shortfall of Annual Working Hours

Scheduling of shifts for regular employees shall not result in a shortfall of annual working hours pursuant to Article 14.1.

15.7 Winter Shift for Highways Maintenance Crews

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

(b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Article 14.2 should be undertaken at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved.

15.8 Copies of Shift Schedules to the Union

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

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" - means work performed by 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 (1½x) the straight-time rate.

(d) "*Double-time*" - means twice (2x) the straight-time rate.

16.2 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Employer; and
- (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

(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:

- (1) the scheduled daily hours; or
- (2) the agreed averaging period.

(b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by eighty (80).

(c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

Overtime work shall be offered 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 (1½x) for the first three (3) hours of overtime on a regularly scheduled workday; and
- (2) double-time (2x) for hours worked in excess of (1); and
- (3) time and one-half (1½x) for hours worked on a day of rest equivalent to the hours of a regular shift, and then double-time (2x) thereafter in relation to road and bridge maintenance work.

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 days pay and shall receive additional compensation at the rate of time and one-half (1½x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time (2x) for all hours worked.

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

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

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

(b) An employee on standby shall not have the right to refuse callout for overtime work.

16.9 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.10 Callout Provisions

- (a) *Callout Compensation* - an employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Callout Time which Abuts the Succeeding Shift:*
 - (1) If the callout is for three (3) 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 (3) 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 (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall;
 - (3) For the purpose of (1) above it is agreed that "callout" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout which Does Not Abut the Succeeding Shift:*
 - (1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift;
 - (2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift;
 - (3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Clauses 16.11(b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

- (f) *Callout for Emergency Situations* - it is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

16.11 Rest Interval After Overtime

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

16.12 Overtime Records

The Employer agrees that they shall post monthly records of overtime worked by classification series on each union bulletin board.

16.13 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 scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within twelve (12) months of being earned, cash payment shall be made. The maximum amount of compensatory time off that may be banked at any one time is one hundred (100) hours.

The employee shall advise the pay office of his/her election to have:

- (1) cash payout; or
- (2) compensatory time off; or
- (3) contributions to the pension plan

on their time sheet. If no election is made, all cash will be given.

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

16.14 Allocation of Overtime

- (a) Pursuant to Article 16.5 of this agreement and except in the case of emergencies, overtime shall be offered on an equitable basis within the appropriate classifications for the work group. 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.

- (b) During the winter season those employees assigned to drive a ten thousand nine hundred (10,900) kg. GVW or heavier truck shall be allocated overtime on an equitable basis within the work group.

16.15 Limiting of Overtime

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled. If only the employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Article 22.6 of this agreement, the Employer shall endeavour to provide alternate transportation.

16.16 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 |
| Queen's Birthday | Christmas Day |
| Canada Day | Boxing 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 or provincial governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

(a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the 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 Clause 17.2(a) above.

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, it will be rescheduled to an adjacent workday on the preceding or succeeding shift, or deferred, to be taken at a later date with agreement of local superintendent and steward of the yard site.

(b) If an employee is called in to work on the day designated as a lieu day pursuant to Clause 17.3(a) above, they shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of time and one-half (1½x) for hours worked on statutory holidays and the rate of double-time (2x) for Christmas and New Year's.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic rate of pay.

17.7 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.

17.8 Paid Holidays for Auxiliaries

- (a) An auxiliary employee shall be compensated for paid holidays provided they have:
 - (1) worked the day before and the day after a paid holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and twenty (120) hours at the straight-time rate in the previous thirty (30) days.

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

- (b) An auxiliary employee who is qualified in (a) to receive compensation for the statutory holiday, and who is required to work on a paid holiday, shall be compensated at the same rate as regular employees outlined in this article.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

- (a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the 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) A regular full-time employee who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

| Vacation Years | Work Hours |
|--------------------------------|------------|
| First to fifth..... | 112.5 |
| Sixth | 120 |
| Seventh..... | 127.5 |
| Eighth | 157.5 |
| Ninth..... | 165 |
| Tenth | 172.5 |
| Eleventh..... | 180 |
| Twelfth to nineteenth | 187.5 |
| Twentieth and thereafter | 225 |

- (c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven and one-half (7½) hours per day, the annual

vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour day and deducted accordingly.

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

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which they earn ten (10) days pay.

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

(b) During the first and subsequent vacation years an employee will earn one-twelfth ($\frac{1}{12}$) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates, except if the employee quits or is terminated for just cause. In the case of the employee quitting or being terminated for just cause, the final vacation months entitlement will be prorated. 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 Article 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 (6) months of continuous employment.

(d) *Vacation Period*

(1) The Employer will endeavour to allow as many employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) regular employee in each classification may take their vacation subject to Clause 18.3(f) of this agreement.

(2) Notwithstanding (1) above, work groups consisting of six (6) to eight (8) employees as at April 1st of each year, may have their availability to take vacation during July, August and December limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees as at April 1st may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.

(e) *Prime Time Vacation Period*

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

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

(f) *Preference in Vacation*

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

(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.

(g) *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. Vacation schedules shall remain posted for the remainder of the calendar year.

(2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. 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 Article 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.

(h) *Vacation Relief*

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

(i) 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

Payment for vacations will be made at an employee's basic pay.

18.5 Approved Leave of Absence With Pay During Vacation

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

18.6 Vacation Carryover

(a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first (1st) partial year

of service, who commenced prior to July 1st of that year, may carry over up to five (5) days vacation leave into their first (1st) vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon layoff, 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 thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the *Public Sector Pension Plans Act*, or the BC Target Benefit Pension Plan, shall be granted full vacation entitlement for the final calendar year of service.

Effective January 1, 2020 (the first day of the vacation year of the first vacation year after the new collective agreement takes effect), the vacation in the final year on retirement of an employee will be on a pro-rated basis.

18.9 Vacation Credits Upon Death

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

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

19.1 Short-Term Illness and Injury and Long-Term Disability

Employees shall be entitled to participate in short-term illness and injury and long-term disability plans. The Employer shall only be obligated to pay the premiums to provide the plans, in accordance with the agreed-upon regulations, included as Appendix 1.

19.2 Medical Leave (WCB/ICBC)

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, accidental death and dismemberment, wage indemnity and long-term disability and pension plan contributions and shall pay the Employer's share of these premiums.

Vacation entitlements and vacation pay shall continue to accrue while the employee is on leave. Vacation earned pursuant to this article may be carried over to the following year.

On return from leave, an employee shall be placed in their former position.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their current rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.

Notwithstanding the above, where ethno-cultural or religious practices provide for ceremonial occasions related to the death of an immediate family member, the employee may access this special leave more than three (3) months after the death of the immediate family member, in addition to any eligible leave contained within the collective agreement.

(b) Immediate family is defined as an employee's parent including stepparent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Special Leave

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

- (1) marriage of the employee3 days;
- (2) attend wedding of the employee's child1 day;
- (3) birth or adoption of the employee's child1 day;
- (4) serious household or domestic emergency1 day;
- (5) moving household furniture and effects1 day;
- (6) attend their formal hearing to become a Canadian citizen1 day;
- (7) attend funeral as pallbearer or mournermaximum of 1 day;
- (8) court appearance for hearing of employee's child1 day.

(b) Two (2) weeks notice is required for leave under Clauses 20.1(a)(1), (2), (5) and (6).

(c) For the purpose of Clauses 20.2(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 Clause 20.2(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 Clause 20.2(a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

(a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, or the needs of the dependent children, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) 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.

20.4 Full-Time Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal, First Nation or other Aboriginal election for a maximum period of ninety (90) days;
- (b) or employees elected to a public office for maximum period of five (5) years.

20.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.
- (f) Where an employee is required to be a witness as a result of their employment, during non-scheduled hours, all hours including travel shall be considered time worked and compensated at the appropriate rate.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.8 Educational Leave

Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular

employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one (1) year which may be renewed by mutual agreement. Such leave will be with pay when the Employer requires training, or with or without pay for non-job related courses.

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children or spouse shall be permitted.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.12 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.12 Maximum Leave Entitlement

Leaves taken under Articles 20.2, 20.3 and 20.11 shall not exceed a total of thirty-seven and one-half (37½) hours per calendar year, unless additional special leave is approved by the Employer.

20.13 Emergency Service Leave

Subject to operational requirements, where employees' services are required for emergency operations by request from the Provincial Emergency Programs, BC Ambulance, local or volunteer fire departments, or appropriate police authority, leave from work as required may be granted (subject to operational requirements) without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

20.14 Donor Leave

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

20.15 Other Religious Observances

(a) Employees who are members of non-Christian religions may arrange one (1) days leave without pay per calendar year to observe a spiritual or holy day. Such leave shall not be unreasonable withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision.

- (c) Employees granted leave under this provision will first re-schedule CTO, unused vacation or lieu days, provided the employee has such remaining credit.

20.16 First Nations Traditions

The Employer recognizes first nations traditions re; death and mourning. To this end an employee chosen to assist in making such arrangements shall be entitled to one (1) weeks leave of absence without pay per occasion. This clause will be reviewed at the end of May 2002, to determine if an increase to two (2) weeks is warranted.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

21.1 Pregnancy Leave

- (a) A pregnant employee is entitled to pregnancy leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of their pregnancy. Such notice will be given at least four (4) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period later than seventeen (17) weeks after the leave begins. The commencement of leave may be deferred for any period approved in writing by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) months parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed 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 Article 21.1.
 - (2) in the case of a birth father, following the birth and conclude within the fifty-two (52) week period after the birth date.
 - (3) In the case of an adoptive parent (proof of adoption required), within fifty-two (52) weeks after the child is placed with the parent.

21.3 Extension of Leaves

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

21.4 Benefit Continuation

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

21.5 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.2 and 21.3, commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if they do not return to work after having given such notice.

21.6 Entitlements Upon Return to Work

- (a) Notwithstanding Clause 18.1(b) and Article 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1, 21.2 or 21.3 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

22.2 Safety Program

Pursuant to WCB Occupational Health and Safety regulations, Section 4, the Employer shall establish a safety program and schedule monthly meetings by work group in each assembly point to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the local Occupational Health and Safety Committee.

22.3 Local Occupational Health and Safety Committees

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

- (a) The Committee shall consist of an equal number of work representatives and employer representatives, taking into account geographic considerations. This Committee will meet four (4) times yearly, or more often if required.
- (b) The Committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) The Employer and the Union agree that it is very important and most effective to have all employees involved in Occupational Health and Safety, therefore regular Crew Meetings will be held at the local level monthly. Records of these meetings, including the matters discussed, shall be forwarded to the Joint Occupational Health and Safety Committee.
- (d) Employees who are representatives of the Joint Occupational Health and Safety Committee shall not suffer any loss of basic pay for the time spent attending committee meetings, or carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings and other committee business shall be scheduled during normal working hours whenever possible. Time spent by committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

22.4 Unsafe Work Conditions

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

- (a) a member of the 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 Section 3.12 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.5 Injury Pay Provision

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

22.6 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 WCB Industrial First Aid Regulations.

22.7 Pollution Control

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

22.8 Investigation of Accidents

(a) Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

(b) Reports shall be submitted on a mutually-agreed accident investigation form which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board
- (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 Clause 22.8(a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

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

22.9 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that Occupational First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the Occupational First Aid Regulations made pursuant to the *Workers Compensation Act* shall be maintained at each point of assembly.

(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 to perform first aid duties in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 2 - \$35 per biweekly period
- Occupational First Aid Certificate, Level 3 - \$45 per biweekly period

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

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant, they shall receive the allowance for all straight-time hours worked.

- (d) (1) In order to meet the requirements of Clause 22.9(a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work group possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work group on behalf of the Employer.
- (4) Where Clauses 22.9(d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve Clause 22.9(a) above, the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.2.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.10 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 the WCB.

22.11 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.12 Radio Contact or Employee Check

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

22.13 Working Alone

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

22.14 Level I First Aid Course

All employees who by the nature of their employment are required to perform road and bridge maintenance or construction work shall be given a Level I First Aid Course at the Employer's expense. Any disputes arising from the application or interpretation of this article shall be referred to the Occupational Health and Safety Committee for resolution. All employees shall receive Level I First Aid Course and WHMIS training within six (6) months of commencing employment and appropriate refresher courses as required.

In addition, the Employer shall ensure that there are a sufficient number of employees at each assembly point trained in the identification and handling of Dangerous Goods.

22.15 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of current pay. Auxiliary employees on layoff who are due to have their hearing tests done, and who have been so notified by the Employer, may attend the scheduled hearing examinations at no cost to the Employer.

22.16 Training Programs for Occupational Health and Safety Committee Members

Occupational Health and Safety Committee members will be trained in their responsibilities. When training Occupational Health and Safety Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Health and Safety Committee members.

22.17 Communicable Diseases

The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the parties agree that this issue will be addressed by the Joint Labour/Management Committee to make recommendations to the bargaining Principals.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Recognition of Technological Change**

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

23.2 Notice of Technological Changes

- (a) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to 23.2(a) the Joint Labour/Management Committee established under Article 7.3 shall meet within ten (10) days to consult on the impact of the proposed change.
- (c) The written notice identified in 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
 - (1) Employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their current salary 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.
 - (2) To absorb those employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13.

23.3 Technological Changes

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

23.4 Waiving of Notice

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

23.5 Exchange of Information

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in relevant Legislation and provided for in Clause 23.2(a). Accordingly, the parties agree, pursuant to Article 7.3, to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

24.1 Maintenance Contract Obligations

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of BC and other customers to provide road and bridge maintenance and other services. It is understood that the Province of BC and other customers may reduce or increase the obligations of the Employer under these contracts and such changes may have a measurable impact on the Employer's operations and staffing requirements.

In the event the scope of the work in the service area is changed as described above, the parties agree to meet to renegotiate the regular complement designation. The party seeking the change shall notify the other, in writing, of the specific change(s) and the anticipated impacts to the regular complement designation and bears the onus of justifying any proposed change. Discussions for any adjustments to the regular complement designation shall be facilitated through the Labour/Management Committee and in the event agreement cannot be reached, an arbitrator shall be selected from those listed in Clause 9.2 to make a final and binding decision. Every effort shall be made to resolve this matter within sixty (60) days of receipt of notification as set out above.

24.2 Contracting Out

- (a) The Employer and the Union are committed to productive utilization of bargaining unit employees so as to minimize the requirement for contracting out of work.
- (b) The Employer will provide, once annually, on or before April 1st, a written notification of major portions of the work to be contracted out or hired out. The notice shall include nature of the work and the proposed contract. The Employer shall provide quarterly statements providing a running year to date total of work subcontracted or hired equipment utilized.
- (c) The Employer agrees to notify the Union at such time as utilization of subcontracting and hired equipment reaches twenty percent (20%) of the Road and Bridge Maintenance Contract.

24.3 No Contracting Out Which Results in Layoff

- (a) The Employer agrees not to contract out any of the Employer's work performed by employees covered by this agreement which would result in the laying off of such employee.
- (b) The Employer agrees that winter road maintenance (and related work) will not be contracted out while qualified employees with recall rights are laid off or on recall; except for the current arrangement at Lower Post and for emergency situations that occur such as avalanches.
- (c) The parties agree that contracting within the limits contained in Clause 24.2(c) of this agreement while auxiliary employees are on layoff will not be a violation of Clause 24.3(a) above.

24.4 Contracting In

- (a) Nothing in this agreement prohibits the Employer from contracting with any other party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet to discuss temporary modifications to this agreement that will be beneficial to securing such work. These discussions are to take place at an expedited pre-bid meeting comprised of the Union's Labour/Management Committee representatives, a member of the affected work group, and the Employer's representatives. Any local modifications will be on a project-by-project basis without precedent. Only bargaining unit employees shall operate company owned, rented or leased equipment.

- (b) The Joint Labour/Management Committee shall work together to identify work activities that can be performed more efficiently and work activities currently subcontracted that may be performed by bargaining unit employees in a more cost efficient manner.

24.5 Warranty and Repair Work

The Employer agrees that it will not acquire any bumper to bumper service agreements on any purchased, leased or rented equipment which is over and above the mandatory warranty.

It is agreed that, with the exception of mandatory warranty work, third parties will not be permitted to use the equipment or the employees of the Employer, in order for the third party to service, clean, or repair the Employer's or third party's equipment. When warranty work is done on the Employer's premises, an Employer's mechanic will be assigned when, in the opinion of the Operations Manager or their designate, the workload will allow. Such an assignment is for training. Routine servicing and maintenance of equipment shall be performed by members of the bargaining unit.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Eligibility

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular status. Benefits shall be in accordance with existing insurance policies except as otherwise stated in this article. The Employer will pay one hundred percent (100%) of the regular premiums.

25.2 Short-Term Illness and Injury Plan

The Employer will pay the premium for an insurance policy that entitles regular employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months.

"*Vacation Entitlement*" - an employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had they not been ill and been able to stay on the job and vacation pay for an employee on short-term illness and injury shall continue to accrue while the employee is on leave. Vacation earned pursuant to this clause may be carried over to the following year. On return from leave an employee shall be placed in their former position.

25.3 Basic Medical Insurance

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

25.4 Extended Health Care Plan

Regular employees and their eligible dependants shall be entitled to coverage for Extended Health Care under Plan #G0029016.

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) For the term of this agreement, this plan will provide equivalent benefits on the same terms as those currently provided, except as stated below.
- (c) The current annual deductible is one hundred dollars (\$100) per family and eighty percent (80%) of the first two thousand dollars (\$2,000) of eligible expenses will be reimbursed.

(d) *Corrective lenses* - two hundred ninety dollars and eighty-three cents (\$290.83) payable once every twenty-four (24) months for each insured person age twenty-one (21) and over, and once each calendar year for each insured dependent child under age twenty-one (21).

Effective July 18, 2018 the corrective lenses allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the corrective lenses allowance will be increased by the Labour Component of the Annual Price Adjustment.

(e) *Hearing aids* - six hundred ten dollars and seventy-four cents (\$610.74) once every forty-eight (48) months.

Effective July 18, 2018 the hearing aids allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the hearing aids allowance will be increased by the Labour Component of the Annual Price Adjustment.

(f) Fees of a registered psychologist, up to a maximum of one thousand dollars (\$1,000), claimable per family per year.

(g) Hairpieces for chemotherapy patients not to exceed one hundred dollars (\$100) lifetime maximum.

25.5 Dental Plan

Regular employees and their eligible dependants shall be entitled to coverage for dental care under Plan #G0064387.

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

- (1) Part A, one hundred percent (100%) coverage (no limits);
- (2) Part B, sixty percent (60%) coverage (no limits);
- (3) Part C, fifty percent (50%) coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand six hundred dollars (\$2,600) per patient.

25.6 Group Life and Accidental Death and Dismemberment

Regular employees shall be entitled to coverage for Group Life and Accidental Death and Dismemberment.

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

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

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

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

- (1) loss of both hands or feet..... the principal sum;
- (2) loss of sight of both eyes..... the principal sum;
- (3) loss of one hand and one foot..... the principal sum;
- (4) loss of one hand or one foot and sight of one eye..... the principal sum;
- (5) loss of one hand or one foot one-half (½) of the principal sum;
- (6) loss of sight of one eye one-half (½) of the principal sum.

(d) The group life plan shall allow advance payment of fifty (50%) percent of the group life coverage to a maximum of plan minimum for terminally ill employees who meet the plan qualifications as outlined in Information Appendix 1.

25.7 Doctor's Certificate of Inability to Work

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

25.8 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, except for examinations required under Appendix 1, Section 1.4.

25.9 Long-Term Disability

Regular employees shall be entitled to coverage for long-term disability as provided for in Appendix 1, Part II.

25.10 Benefit Coverage while on Short-Term Illness or Injury/Long-Term Disability

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, group life, accidental death and dismemberment, wage indemnity and long-term disability and pension plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Short-Term Illness and Injury and Long-Term Disability Plans for the first twenty-four (24) months of LTD coverage, after which health and welfare benefit coverage shall be the responsibility of the employee.

25.11 Employer to Provide Coverage

- (a) The Employer shall pay the premiums for the policies described in Articles 25.2, 25.3, 25.4, 25.5, 25.6 and 25.9 above until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Article 25.6 above.
- (b) It is understood that benefit plan carriers may change from time to time, however, the benefits listed in Clauses 25.2, 25.3 and 25.4 will remain the same unless mutually agreed to by the parties.

25.12 Employee and Family Referral Program

The Employer agrees to pay one hundred percent (100%) of the cost of fees for service for the Employee and Family Referral Program in accordance with Memorandum of Understanding #4.

25.13 Copies of the Benefit Plan

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

- (b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage. The cost of such a pamphlet shall be borne by the Employer.

25.14 Legislative Changes

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

25.15 Designation of Spouse

Where an employee wishes to designate a common-law spouse for benefit purposes, a period of twelve (12) months of cohabitation must elapse before the newly designated common-law spouse and dependants are entitled to benefit coverage. In order to receive benefit coverage enrolment forms must be completed by the employee.

25.16 Age 65 & Over Health and Welfare Benefits

Effective on the date of ratification, all employees age sixty-five (65) and over will receive the Health and Welfare in lieu allowances identified in Article 31.6, which will be paid directly into a Health Spending Account.

Effective on the date of ratification all employees age sixty-five (65) and over, currently receiving a superior benefit (including EHC, Dental, STIP, LTD, Group Life and AD&D), will be grandfathered and continue to receive those benefits.

This proposal is not withstanding any superior benefit provisions contained in the local collective agreement(s). See Appendix 8.

ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING

26.1 Protective Clothing

- (a) Protective clothing is understood to mean wearing apparel which protects the employee and the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply protective apparel in accordance with Memorandum of Understanding #3.

26.2 Safety Equipment

- (a) With the exception of prescription glasses and safety footwear, the Employer will supply all safety equipment required for the job under WCB regulations. Where safety equipment is required by WCB, it will be issued on an individual basis in accordance with Memorandum of Understanding #3.
- (b) Replacement of unserviceable items as provided for in Memorandum of Understanding #3 will be made upon surrender of the items to be replaced.

26.3 Lockers

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

26.4 Purchase of Work Clothing

The Union and the Employer agree that preference will be given to BC suppliers when clothing or wearing apparel is purchased by the Employer.

26.5 Tools

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

26.6 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, tool boxes, reference texts, and instruments owned by the employees that are required to be used in the performance of their duties at the request of the Employer.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances pension/RRSP/RSP contributions (employer and employee) and deductions shall be provided, at the employee's option by paper or electronically (i.e. email or epost), on or before payday for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (c) Where direct deposit is instituted, The Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Where direct deposit or the paycheque is not available on payday, the Employer will provide the employee with a manual cheque on or before payday.

27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Article 27.7 and Appendix 3 - Rates of Pay for Apprentices.

- (b) Rates of pay shall be as indicated in Appendix 2.

27.4 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, they shall receive the rate for the job. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half (½) hour, they shall be paid the higher rate by one-half (½) day increments.
- (d) The application of this clause shall not include training time.
- (e) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence or any other reason.
- (f) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.
- (g) Appointment to substitute in supervisory level positions shall be made on the basis of qualification, merit and seniority.
- (h) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this article.

27.5 Rate of Pay on Reclassification or Promotion

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

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

- (a) A regular group 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 maximum salary;that is caused other than by the employee.
- (b) 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.
- (c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the then current rate of pay of their new classification.
- (d) That employee shall receive the full negotiated salary increases for their new classification thereafter.

27.8 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 only when the employee is required to have their vehicle at work for use in the performance of their duties. Vehicle allowances shall be forty-four (44¢) per kilometre.

Effective July 18, 2018 the vehicle allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the vehicle allowance will be increased by the Labour Component of the Annual Price Adjustment.

Vehicle allowance is subject to the limit set by the Canada Revenue Agency (CRA).

27.9 Meal Allowances

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

Meal allowances shall be:

| | |
|-----------------|---------|
| Breakfast | \$9.89 |
| Lunch | \$13.96 |
| Dinner..... | \$22.39 |

Effective July 18, 2018 the meal allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the meal allowances will be increased by the Labour Component of the Annual Price Adjustment.

27.10 Isolation Allowance

An isolation allowance shall be paid to each employee as follows:

- (a) Bob Quinn/Bell \$114.37 biweekly
- (b) Tattoga \$109.18 biweekly
- (c) Dease Lake..... \$88.38 biweekly
- (d) Telegraph Creek \$119.57 biweekly
- (e) Jade City \$117.50 biweekly
- (f) Atlin \$109.18 biweekly

Should new locations be established the parties agree to negotiate an appropriate allowance in line with the above.

Effective December 1, 2018 all of the isolation allowances will be increased by the Labour Component of the Annual Price Adjustment (COLA).

27.11 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

Both parties to this agreement recognize that employees should not be required to work under abnormal working conditions, however, where it is unavoidable the following shall apply: A premium allowance of ninety-three (93¢) per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working above surrounding terrain.

Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one (1) hour increments. This same premium shall apply to tree falling, working in culverts, working with raw sewage, or welding and cutting of galvanized material.

Effective July 18, 2018 the abnormal working conditions allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the abnormal working conditions allowance will be increased by the Labour Component of the Annual Price Adjustment.

27.12 Upgrading Qualifications

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

27.13 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Appendix 4.

27.14 Relocation Expenses

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Appendix 4.

27.15 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service and over age fifty-five (55), and who under the provisions of the *Public Sector Pension Plans Act* or union pension plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their basic pay for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ($\frac{1}{5}$) of one (1) months basic pay.

(b) For the purposes of this article, one (1) months pay is:

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

(c) In order to allow the Employer to plan for its operation, employees who are planning to retire will provide a minimum of one (1) month notice in writing to the Employer of their retirement date.

The retirement allowance will only apply to regular employees who would be eligible at the time of the expiry of the existing collective agreement (July 31, 2019).

27.16 Salary Rate Upon Employment

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

27.17 Telephone Allowance

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

27.18 Pay Periods

When an article 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.

27.19 Special Vacation Transportation Subsidy for Severely Isolated Locations

- (a) Regular employees at severely isolated locations with access to major centres only possible by extended travel, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependants.
- (b) This subsidy shall be in the amount of three hundred and fifty dollars (\$350), and is only payable in the event that the employee actually leaves the isolated area.
- (c) The Employer in keeping with the relevant legislation shall pay their employees in a manner which provides a travel allowance and does not increase their taxable income.

The Employer shall comply with relevant tax legislation with respect to a Special Vacation Subsidy and complete the applicable form T4 in the applicable box.

27.20 Work Time Records

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

27.21 Training Allowance

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive thirteen dollars and ninety-six cents (\$13.96) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

Effective July 18, 2018 the training allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the training allowance will be increased by the Labour Component of the Annual Price Adjustment.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Classification and Salary Adjustments**

- (a) When a new or substantially altered classification covered by this agreement is introduced or a new or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.

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

28.2 Reclassification Procedure

An employee shall have the right to request a review of the classification of the position they occupy.

- (a) If an employee believes that the position they occupy is improperly classified, they shall discuss the classification with the Employer.
- (b) The Employer shall, upon request, provide the employee with a written response within thirty (30) days of the request. This response will include identification of duties and responsibilities, review of recent substitution (and reasons), as well as current and future operational needs (fleet and crew structure).
- (c) In the event that there is a resulting change in classification, this change will be confirmed in writing by the Employer and the effective date shall be the first day of the next biweekly pay period.
- (d) In the event that the employee disagrees with the result of the above noted classification review, they may initiate a grievance at Step 2 as per Article 8 of this agreement.

ARTICLE 29 - APPRENTICESHIP PROGRAM

29.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining Trades qualifications. The administration and implementation of Apprenticeship Programs will be the responsibility of the Employer. For the purposes of this agreement, apprentices shall be considered regular employees; however, such employees are indentured under a Contract of Apprenticeship pursuant to the *Apprenticeship Act*. This contract may be subject to cancellation. The severance pay provisions of Article 13 do not apply in such a situation; however, such an employee may opt to remain on the regular recall list for a period of one (1) year for recall to an apprentice vacancy.

29.2 Apprentices Attending School as Required by the Industrial Training Authority

- (a) When an Apprentice is attending school as required by the Industrial Training Authority, they shall be paid their appropriate wage rate. Where eligible, the Apprentice shall apply for a government supported wage allowance and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a government supported wage allowance.
- (c) The total cost of the program will be reimbursed to the Employer up to a maximum of three thousand dollars (\$3,000) if the employee is terminated for just cause or voluntarily terminates employment prior to eighteen (18) months service from the date the costs were incurred. These costs will be deducted from the employee's pay.

(d) Apprentices will qualify for a per diem allowance while attending school required by the Industrial Training Authority. Rates will be in accordance with Appendix 4. The per diem allowance for apprentices only shall be fifty-two dollars and thirty-five cents (\$52.35).

Effective July 18, 2018 the per diem allowance for apprentices only will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the per diem allowance for apprentices only will be increased by the Labour Component of the Annual Price Adjustment.

29.3 Apprentices Attending Special Training as Required by Employer

Where Apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance as described in Appendix 4.

29.4 Apprentice Moving Expenses

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

29.5 Employment on Completion of Apprenticeship Program

(a) All regular and auxiliary employees who successfully complete the apprenticeship program are eligible to fill existing vacancies in their trade. Should no vacancies exist then the following shall apply:

(b) (1) Where the employee was a regular in the core they shall be returned to their former position and pay as well as any core group status (interim assignments will be rescinded for all affected employees).

(2) Where the employee was an auxiliary then they shall be returned to their original status and pay except if they were eligible for core status had they not entered into the apprenticeship program. They shall be placed into the position, pay and status as if they had not entered the program (interim assignments would be rescinded for all affected employees).

(c) Apprentices hired outside of the core group shall, upon completion of their apprenticeship, be eligible to fill an existing vacancy within their trade pursuant to Clauses 12.1(c) and 12.2, or become an auxiliary employee within their seniority block and appropriate classification. For seniority purposes, their regular seniority service start date will revert to that of auxiliary status for the purpose of Clause 11.1(b)(1), and straight-time hours worked as a regular for the purpose of Clause 11.1(b)(iii).

29.6 Apprenticeship Commitment

The Employer and the Union agree to support the concept of apprenticeships as an avenue for enhancing the levels of skilled tradesmen within the industry and the province. To this end, the parties will strive to facilitate a cooperative approach to bringing apprentices into the workforce where possible. The Employer agrees to maintain at least one (1) apprentice in the contract area. The apprenticeship program designate shall be established by the Joint Labour/Management Committee after reviewing operational requirements.

ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY**30.1 Employee Training**

Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Labour/Management Committee shall review all training requests and make recommendations on training needs based on operational requirements and employee interest. The parties shall ensure that:

- (a) necessary technical upgrading and/or training is available to trade-related classifications;
- (b) there are sufficient numbers of operators in each seniority block who are trained and qualified to operate each piece of equipment (i.e., single axle dump truck, tandem dump truck, loader, grader, etc.);
- (c) where numbers of qualified, trained operators is insufficient to handle the work program effectively, the Employer shall take immediate steps to implement the necessary training, in accordance with Article 30.2.

30.2 Selection for Training

- (a) As required within a seniority block, training will be offered on a rotational basis to employees in the following order:
 - senior regular employees within the classification;
 - senior regular employee within the classification series;
 - senior regular employee within the classification series;
 - senior auxiliary employee within the classification series.
- (b) When a new type of equipment is introduced, the seniority process in (a) above may be waived by mutual agreement of the parties in order to develop adequate levels of competent operators in each seniority block.

30.3 On-the-Job Operator Training

Operator training will be offered to employees in accordance with Clause 30.2 above.

- (a) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.
- (b) Where employees are designated for such training, and where the attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward a recognized level of proficiency shall be monitored by the Employer or their designate. The employee shall be informed on a preset basis of their progress towards the completion of their training period.
- (c) An employee may be rejected from the training program on or after twenty (20) working days for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Clause 27.4, unless they are under supervision for formal "*on-the-job*" operator training.
- (e) "*On-the-job*" operator training shall be provided by the senior qualified operator within the seniority block, or from within the contract area, depending on availability.

(f) Once per calendar year, between January 1st and January 31st, interested employees shall indicate, in writing, to the Joint Labour/Management Committee, requests for "on-the-job" training for the upcoming year. The Joint Labour/Management Committee shall review each request between February 1st and March 31st of each year and recommend the appropriate training programs based on the submitted requests and operational needs. The foregoing would not preclude special training as deemed necessary by the Employer.

30.4 Completion of Courses on Company Time

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

30.5 Reimbursement for Approved Courses

- (a) Employees shall be reimbursed one hundred percent (100%) of employer pre-approved costs, provided a passing mark is achieved.
- (b) The parties to this agreement may mutually agree to an alternate reimbursement percentage for approved job-related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

30.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, and where an employee cannot return on a daily basis, the Employer shall provide for all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix 4.

30.7 Examinations

Employees shall be permitted to write an examination required by the Employer, upon satisfactory completion of the training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination and shall be eligible to be re-examined on a one-time basis only. This provision shall not apply to examinations set as a condition of employment.

Any examination required by the Employer pertaining to any classification covered by this collective agreement shall be subject to review by the Joint Labour/Management Committee.

ARTICLE 31 - AUXILIARIES

31.1 Letter of Appointment

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) A new auxiliary employee may be called out of seniority order for orientation and training providing they are not performing work that would have resulted in a more senior auxiliary from being called out. The period of training and orientation will not exceed five (5) days.

31.2 Seniority

- (a) (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) workdays shall accumulate service seniority within a work group on the basis of the total number of straight-time hours worked with the Employer. Accumulated straight-time hours

worked with previous contractors in Service Area 28 will be included provided they accepted auxiliary employment with successive contractors in Service Area 28.

- (2) The total hours above shall be converted to an eight (8) hour shift to establish seniority.
 - (3) Upon completing thirty (30) workdays (based on eight [8] hour shifts as per [2] above), an auxiliary employee's seniority shall include the accumulated thirty (30) workdays.
 - (4) Designated paid holidays or days in lieu of designated paid holidays in accordance with Article 31.11 shall be included in the calculation of seniority.
- (b) Subject to Article 31.3, an auxiliary employee shall retain their service and classification seniority if they are moved by the Employer from one seniority unit to another.
- (c) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (d) A current work unit service seniority list shall be posted quarterly in each work group.
- (e) When two (2) or more employees commence work in the same classification on the same day, the order of establishing their relative seniority shall be as follows in sequence:
- (1) the date of application for employment;
 - (2) by chance on the date of hire if the date of application is the same.

31.3 Loss of Seniority

As per Article 11.4(a).

31.4 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of seniority within a seniority block.
- (b) Auxiliary employees on layoff shall be recalled in order of seniority within an assembly point provided the auxiliary employee is qualified to carry out the work which is available.
- (c) *Offers of Auxiliary Work:*
 - (1) Employees on layoff will be notified of available work by a means determined by the Employer.
 - (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(a)(4).
 - (3) An employee who declines work on three (3) separate occasions in a one (1) year period (January to December) shall lose their seniority and shall be considered terminated for just cause.
 - (4) Auxiliary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(a)(4):
 - (i) absence on a WCB claim;
 - (ii) maternity leave;
 - (iii) absence on bereavement leave without pay;

- (iv) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (v) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (vi) union leave per Article 2.10;
- (vii) jury duty;
- (viii) medical or dental appointment.

31.5 Auxiliary Displacement

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

- (1) absence on a WCB or ICBC claim;
- (2) maternity leave;
- (3) absence on bereavement leave;
- (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (5) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (6) union leave per Article 2.10;
- (7) jury duty;
- (8) medical or dental appointments.

(b) Senior auxiliary employees shall only be eligible to displace junior auxiliary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 31.5(a) above.

31.6 Health and Welfare (Auxiliary "*in-lieu*" Dollars)

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

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

31.7 Weekly Indemnity

Any incumbent auxiliary currently eligible for benefits shall continue to be eligible.

31.8 Leave for Medical and Dental Care

Where it is not possible to schedule medical and or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for auxiliary employees shall be permitted. Such leave will be without pay.

31.9 Emergency Leave

The Employer may grant a leave of absence without pay to an auxiliary employee requesting leave for emergencies or other unusual circumstances. Approval for this leave shall not be unreasonably withheld.

31.10 Reporting Pay

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

- (a) two (2) hours straight-time pay if the employee does not commence work;
- (b) four (4) hours straight-time if the employee does commence work.

31.11 Designated Paid Holidays

- (a) An auxiliary employee shall be compensated for paid holidays provided they have:
 - (1) worked the day before and the day after a paid holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and twenty (120) hours at the straight-time rate in the previous thirty (30) days.

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

- (b) As per Article 17.8(b).

31.12 Vacation Entitlement

Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their basic pay. This vacation pay shall be paid on each paycheque based on regular hours to a maximum of eighty (80) hours biweekly.

31.13 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliaries except as otherwise indicated.
- (b) Auxiliary employees shall be entitled to the provisions at Article 20.1 - Bereavement Leave; however, such leave shall be without pay.
- (c) For the purpose of Article 21, maternity and parental leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.
- (d) Auxiliary employees shall be entitled to the provisions of Article 20.9.

ARTICLE 32 - PENSION PLAN**32.1 The Plan**

- (a) The Employer and the Union agree to comply with the *Pension Benefits Standards Act (SBC 2012)*.
- (b) The Employer agrees to remain a contributing Employer to the BC Target Benefit Pension Plan.
- (c) All eligible employees covered by this agreement shall participate in the BC Target Benefit Pension Plan.

32.2 Contribution Rates

(a) The contribution to the Pension Fund will be fourteen percent (14%) of the member employees' basic salaries. Salary, for pension purposes, means, the sum of the wages, allowances covered in Memorandum of Agreement #2, disability income paid by the Employer under union-sponsored disability plans such as short-term disability, long-term disability (as per Article 25.10), Workers' Compensation wage loss benefits, and vacation pay received in a calendar month; notwithstanding the foregoing, money paid in lieu of vacation shall be specifically excluded in the determination of salary. The Employer's required contribution to the Pension Fund will be seven percent (7%) of employee's basic salary. The Employer will also deduct from each member employee's salary seven percent (7%) and remit the amount together with the Employer's contribution on behalf of each employee to the Pension Fund.

(b) Effective August 1, 2019 (effective date of the new collective agreement), the Employer contribution rate shall be reduced by two percent (2%). The Employer contributions will be restored to the previous level with fifty percent (50%) of wage increases (the Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule 6) that come into effect after the four percent (4%) in COLA increases are realized.

(c) Employees who participate in the Plan shall have the opportunity to make voluntary contributions, in accordance with the provisions of the Plan, up to allowable limits under the *Income Tax Act*, provided that doing so shall not result in any cost to the Employer.

32.3 Definition of Eligible Employees

(a) Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees, as well as, those employees as provided for in the *Pension Benefits Standards Act* (SBC 2012) of British Columbia who are eligible on application "*after completing two (2) years of employment with earnings of not less than thirty-five percent (35%) of the Year's Maximum Pensionable Earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years.*"

(b) The Employer shall review all part-time employee records twice annually, once on June 1st and once on December 1st. On or before the first pay period in July and the first pay period in January respectively, part-time employees who qualify as stated in (a) above, will be advised by the Employer. This clause does not preclude a part-time employee from inquiring if they qualify.

32.4 Remittance

All employer and employee required contributions to the Pension Fund shall be paid to the Pension Fund no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained within the *Pension Benefits Standards Act* (SBC 2012).

32.5 Contributions While Disabled

Where a member becomes disabled and is in receipt of disability income from any employer-sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the Pension Fund by the Employer the same pension contribution as set out in Article 32.2 above. Such amount would be based on the disability benefit received.

32.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Article 32.4 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the

appropriate contribution identified in Article 32.2 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one (1) full month.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Point of Assembly

Each employee shall be assigned an assembly point upon hiring or recall. Assembly points shall be Dease Lake, Tattoga, Bob Quinn, Jade City, Atlin and Telegraph Creek.

A permanent change in assembly point for an individual cannot be made except by the mutual agreement of the Union and the Employer.

(a) Every employee will be assigned regular point of assembly within their seniority block. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office etc.

(b) When an employee is assigned to a work location so far removed from their seniority block or point of assembly that it is impractical for them to be returned to their regular point of assembly at the end of each day's work, they will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Article 27.13 of this agreement. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours, except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours notice shall be waived for employees called from layoff status. The location of a temporary field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.

(c) Where an employee works away from their regular or temporary field point of assembly, as the case may be, they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "overtime rates" as used in Clause 16.6(a) of this agreement shall prevail. "Overtime rates" as referred to in this clause applies only to the rate applicable.

33.2 Return to Regular Point of Assembly

(a) Both parties recognize the desirability of employees returning from field locations to their regular point of assembly as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to the regular point of assembly for rest days.

(b) Where the Employer determines that it is not practical for employees to return to the regular point of assembly for rest days, then employees will be scheduled to return to the regular point of assembly every twenty (20) scheduled working days, and will be given an additional day off with pay with their rest days.

(c) Scheduled return trips to the regular point of assembly may be altered due to operational requirements providing the period is not extended by more than five (5) working days.

33.3 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field location. For vehicle use under this article and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to

return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of BC because of impairment.

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

33.5 Copies of Agreement

- (a) Copies of the agreement will be printed for distribution to each employee. 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 fifty percent (50%) of the distribution costs.
- (c) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT
between the
EMPLOYER IN HIGHWAY SERVICE AREA 28
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION
Effective from August 1, 2019 to July 31, 2027

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

(e) The Employer will provide copies of the printed agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

33.6 Travel Advance

Employees who proceed on travel status may be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly and the frequency of reimbursement.

33.7 Work Group

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

- substitution;
- rotation of shifts;
- allocation of overtime;
- preference in vacation;
- training courses;
- work schedules.

The seniority block boundaries, as per Memorandum of Understanding #5, shall determine the work areas for Machine Operator series. Both parties recognize that operational requirements will require Machine Operators to work in other seniority blocks from time to time.

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

33.8 Technical Orders

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

33.9 Parking

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

33.10 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being requested to use their vehicle for employer use, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to two hundred and fifty dollars (\$250).

33.11 Telephone Facilities

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

33.12 Supply and Maintenance of Equipment

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

33.13 Political Activity**(a) *Municipal and School Board Offices***

(1) Employees may seek election to municipal and school board offices provided that the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee.

(2) There is no conflict of interest between the duties of an employee and the duties of the municipal or school board office.

(3) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(c). If not elected, the employee shall be allowed to return to their former position.

33.14 Vehicle Trips

Whenever a vehicle is designated to make a trip outside of its normal area of operation, the regularly assigned operator, subject to operational feasibility and Clause 16.3 of this agreement will be given the first opportunity to operate the vehicle on this trip. This article will apply to the low-bed operator only.

33.15 Reorganization

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

(b) In the event of any substantial reorganization in the bargaining unit which results in redundancy, relocation or reclassification, the issue shall be addressed at the Joint Labour/Management Committee in order for the Employer to consult with the Union.

ARTICLE 34 - STUDENTS

The Company reserves the right to hire students during the summer months.

(a) Both parties recognize the benefits of providing summer employment for students. It is in the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of the Employer and current employees of Service Area 28 shall be given first option on student employment. Students shall join the Union.

(b) Students are restricted to the following:

- (1) rest area maintenance/clean-up;
- (2) roadside clean-up;
- (3) flagging, with a valid flagging certificate;
- (4) bridge rail and sign painting;
- (5) miscellaneous activities as mutually agreed;

(c) In Clause (b) above they will work under the direction of a bargaining unit position, as required;

- (d) Students employed shall be restricted to the period from May 1 to August 31 each year (extensions subject to mutual agreement at the Joint Labour Management Committee);
- (e) Students shall receive four percent (4%) in lieu of vacation, to be paid biweekly each payday;
- (f) The following articles do not apply to students: 11, 12, 13, 18, 20, 21, 23, 24, 25, 26, 29, 30, 31, 32, 33, all appendices, MOU's MOA's, and Letters of Intent;
- (g) The company will supply a hard hat, appropriate coveralls, vests and other safety equipment, as required;
- (h) Students must possess at a minimum a valid Class 5(N) Driver's License and steel-toed boots;
- (i) The student rate of pay will be seventeen dollars (\$17) per hour will be adjusted by the COLA in accordance with the PMOS as per other wages;
- (j) The Employer may hire to a maximum of four (4) student employees;
- (k) Students will become BCGEU members but will not accrue seniority or appear on any seniority lists or eligible for benefits.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

Term will be eight (8) years, effective immediately following the expiry of the existing agreement.

35.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 18, 2019, but in any event not later than midnight, June 18, 2019.
- (b) Where no notice is given by either party prior to June 18, 2019, both parties shall be deemed to have given notice under this clause on June 18, 2019, and thereupon Article 35.3 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 General Manager.

35.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 34.2(a), the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

35.4 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.

35.5 Agreement to Continue in Force

The parties agree that the collective agreement remains in force absent strike or lockout, unless and until a renewal is reached.

35.6 Effective Date of Agreement

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

35.7 Limitations

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

35.8 Joint Orientation

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**


Stephanie Smith
President


Wendy Benyk
CEO


Brian Hanslit
Bargaining Committee Chairperson


Cori Funk
Regional Operations Manager


Christina Lindstrom
Bargaining Committee


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Quality Assurance Manager


Roy Lizotte
Bargaining Committee


Joe Waite
Operations Manager


Nathan Sharp
Staff Representative

Dated this 15 day of January, 2019.

APPENDIX 1
Short and Long-Term Disability

PART I - SHORT-TERM ILLNESS AND INJURY PLAN

1.1 Eligibility

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan the first day of the month following the month the probationary period ends.
- (b) Regular employees with less than three (3) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five percent (75%) pay in any one (1) calendar year.
- (c) Notwithstanding (a) and (b) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave at Workers' Compensation Board rate of compensation up to a maximum of one hundred fifty-two (152) days for any one (1) claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (d) Pay for a part-time regular employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.2 Short-Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay, commencing on the second (2nd) consecutive workday of each absence, and not to exceed six (6) months from date of absence (Short-Term Plan Period). In the event the employee is hospitalized during the one (1) day waiting period, the seventy-five percent (75%) STIIP payment will commence with the first workday of the absence for which they are hospitalized.
- (b) Sick bank. Any existing balances are recognized and can be used to top up the unpaid days in 1.2(a).
- (c) An employee in receipt of short-term disability benefits shall remain in close contact with the Employer throughout the duration of the claim and shall provide updated medical information as required. When it becomes evident that long-term disability is likely, every effort shall be made to ensure a smooth transition to LTD benefits.
- (d) An employee in receipt of short-term disability benefits shall participate in proactive efforts (involving themselves, their physician, the Employer, the Carrier and the Union) to return to the productive workforce as early as possible. Participation in medically approved rehabilitative or alternate duty employment is a requirement in order to maintain entitlement on the Short-Term Disability Plan.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short-Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short-Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where a medical practitioner has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits; however, the end of the trial period can go beyond the Short-Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

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

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

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

1.5 Integration with Other Disability Income

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

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory Act or law, ICBC Weekly Indemnity payments, personal insurance disability income benefits, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(c);

- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay. This section does not apply to a War Disability Pension paid under an Act of the governments of Canada or other commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Employer

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

1.8 Entitlement

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

1.9 UIC Premium

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

1.10 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

PART II - LONG-TERM DISABILITY PLAN

2.1 Eligibility

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

2.2 Long-Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Section 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) The employee shall receive a monthly benefit equal to the sum of:
 - (1) sixty-eight and three-tenths percent (68.3%) of the first nineteen hundred dollars (\$1900) of monthly earnings; and
 - (2) fifty percent (50%) of the monthly earnings above nineteen hundred dollars (\$1900).

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short-Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent seven (7) month period.

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

- (c) An employee in receipt of long-term disability benefits will be considered an employee for purposes of pension plan and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of this collective agreement, but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (d) When an employee is in receipt of the benefit described in Section (a) above, contributions required for benefit plans in Section (c) above will be waived by the Employer.
- (e) 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 Section (c) above waived by the Employer.

2.3 Total Disability

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this Plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability, but in no event for more than twenty-four (24) months from the date benefit payments commence.

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

- (2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that

the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

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

2.4 Exclusions from Coverage

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

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

2.5 Pre-Existing Conditions

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

2.6 Integration with Other Disability Income

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

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

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

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

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

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

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

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

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Plan Coverage

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

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

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

2.9 Benefits Upon Plan Termination

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

2.10 Contributions

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

2.11 Claims

Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under either the Short-Term Illness and Injury Plan or the Long-Term Disability Plan, the employee shall only have the rights of appeal or review as provided in the applicable Plan, as administered by the claims-paying agent.

Time limits for appeals or reviews are as provided in the applicable Plan.

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

2.12 Physical Examination

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

2.13 Canadian Currency

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

2.14 Administration

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

2.15 Implementation by Regulation

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

2.16 Benefit Level

Persons receiving benefits shall receive increases to their benefit level at the Consumer Price Index or three percent (3%), whichever is lesser.

| Classification | Current | Aug 1/18 COLA | Aug 1/20 COLA | Aug 1/21 COLA | Aug 1/22 COLA | Aug 1/23 COLA | Aug 1/24 COLA | Aug 1/25 COLA | Aug 1/26 COLA | Aug 1/27 COLA |
|-------------------------|---------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| TLH Mechanic | 35.15 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| TS Mechanic | 36.05 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| Stockworker 1 | 25.42 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| Stockworker 2 | 27.98 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| Stockworker 3 | 28.67 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| Stockworker 4 | 30.14 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| TJ Industrial Warehouse | 31.00 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |
| Clerk I | \$0.00 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Clerk II | 25.34 | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA | COLA |

- **Effective MCAD 2018 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2020 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2021 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2022 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2023 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2024 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2025 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2026 – the Labour Component of the Annual Price Adjustment (COLA)
- **Effective MCAD 2027 – the Labour Component of the Annual Price Adjustment (COLA)

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

**"COLA" refers to: The Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule 6), or zero percent (0%), whichever is higher.

The first four percent (4%) of the "COLA" from the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule 6) will be a zero percent (0%) wage increase.

**"COLA" increases are also impacted by provisions in the Pension Plan, pursuant to Article 32.

Pension Plan (includes RRSP and RSP, pursuant to the applicable article, appendix or memorandum.

Effective date of ratification, newly hired auxiliaries will be paid (training rate):

| | |
|--------------------------|--------------|
| Up to 500 hours | 80% of rate |
| 501 - 1000 hours | 85% of rate |
| 1001 - 1500 hours | 90% of rate |
| 1501 - 2000 hours | 95% of rate |
| 2001 hours or more | 100% of rate |

It is understood that hours of employment rather than seniority hours are used for progression on the above scale. (This way the hours will accumulate and not be re-set to zero [0] for an individual.)

APPENDIX 3 Rates of Pay for Apprentices

Two-Year Apprenticeship Program

| | |
|----------------------|--|
| 1 st year | Sixty-five percent (65%) of certified journeyman rate. |
| 2 nd year | Ninety percent (90%) of certified journeyman rate. |

Three-Year Apprenticeship Program

| | |
|----------------------|--|
| 1 st year | Sixty-five percent (65%) of certified journeyman rate.* |
| 2 nd year | Seventy-five percent (75%) of certified journeyman rate. |
| 3 rd year | Ninety percent (90%) of certified journeyman rate. |

Four-Year Apprenticeship Program

| | |
|----------------------|---|
| 1 st year | Sixty-five percent (65%) of certified journeyman rate.* |
| 2 nd year | Seventy percent (70%) of certified journeyman rate. |
| 3 rd year | Eighty percent (80%) of certified journeyman rate. |
| 4 th year | Ninety percent (90%) of certified journeyman rate. |

Five-Year Apprenticeship Program

| | |
|----------------------|--|
| 1 st year | Sixty-five percent (65%) of certified journeyman rate.* |
| 2 nd year | Seventy percent (70%) of certified journeyman rate. |
| 3 rd year | Seventy-five percent (75%) of certified journeyman rate. |
| 4 th year | Eighty-five percent (85%) of certified journeyman rate. |
| 5 th year | Ninety percent (90%) of certified journeyman rate. |

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

APPENDIX 4 Board, Lodging, and Relocation Expenses

Definitions

For the purpose of these regulations:

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

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

"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

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

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

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

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

"*fly or sub-base camp*" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

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

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

"*headquarters or geographic location*" is that area within a designated foreman area where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"*dependants*" for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax Returns;

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

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

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

PART I - BOARD AND LODGING REGULATIONS

1.1 Board and Lodging Allowances

(a) Local Hire:

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

(b) *Employees at their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except as specifically authorized by this agreement.

(c) *Travel Status:*

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

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (4) Notwithstanding any provisions contained in Subsection (c)(1), (2), or (3), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community services:

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "mobile" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

- (1) Where employees would otherwise be entitled to travel status under Section (c) or board and lodging supplied under Section (d), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be forty-five dollars (\$45) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five (5) days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or twenty (20) days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
- (iii) where employees are on leave with pay for union business.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and

lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will 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.

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be two hundred and thirty dollars (\$230) per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be seventy dollars (\$70) per month or two dollars and thirty-five cents (\$2.35) per day. Where board only is supplied, the rate will be one hundred fifty-six dollars (\$156) per month, or five dollars and twenty cents (\$5.20) per day, or one dollar and seventy-five cents (\$1.75) per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

PART II - RELOCATION EXPENSES

2.1 Policy

(a) *Relocation Expenses will Apply:*

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

- (2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.
- (b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under Part I of this memorandum will apply to the following groups of employees who will not be considered to be on relocation:
- (1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;
- (2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;
- (3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.
- (c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation:*

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

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

(b) *Travelling Expenses Moving to New Location:*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven (7) days when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with this agreement.

| | |
|------------------------|--|
| <i>Meals:</i> | Adults - full rate Children 12 and under - one-half (½) rate |
| <i>Motel or Hotel:</i> | On production of receipts. Private lodging at old or new location at current rate. |

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

The above allowances will be in accordance with the current allowances provided for in this agreement.

2.3 Living Expenses Upon Relocation at New Location

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

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of twenty dollars (\$20) per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of thirty dollars (\$30) per day up to a maximum of sixty (60) days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in Section (b) above. However, the maximum period of payment under Sections (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of thirty thousand dollars (\$30,000);
- (c) where necessary, insured storage up to two (2) months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred forty (240) kilometres;
 - (2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred forty (240) kilometres;
 - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to Section (e) above then the provisions of Sections (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer or the government of British Columbia, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

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

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

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

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of thirty thousand dollars (\$30,000);

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

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

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

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

2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

2.7 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location - four hundred and twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location - one hundred and seventy-five dollars (\$175);
- (c) when an employee is moving with a mobile home - one hundred and seventy-five (\$175);
- (d) when the employee is moving to room and board - one hundred dollars (\$100).

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

2.8 Notice to Employee Upon Relocation

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

2.9 Requested Relocation by Employee

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

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of four thousand five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
 - one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
 - the total cost to the Employer under Part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within twelve (12) months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in Section (c) above. In these circumstances, the reimbursement shall be for one (1) transaction only.
- (e) The employee may only claim legal fee reimbursement in either Section (c) or (d) above, not both.

**APPENDIX 5
Excluded Personnel**

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

General Manager
 Operations Manager
 Assistant Operations Manager
 Quality Control Manager
 Equipment Manager
 Road Superintendents: Bob Quinn Lake
 Dease Lake
 Jade City
 Confidential Secretary

**APPENDIX 6
Organizational Structure**

The following shall constitute the desired structure of core group positions that will be filled in accordance with Article 12.1 unless otherwise agreed to by the parties. Any classification anomalies between existing employees and this structure will be corrected on vacancy and subsequent postings.

| | | |
|------------------------------|--------------------|-----------------------|
| Dease Lake Roads | | Bob Quinn Lake |
| (1) RF2 | (3) MO7 | (2) MO7 |
| (2) MO4 | (1) MO3 | (1) MO4 |
| (1) MO1 | | (1) MO3 |
| | | (1) MO1 |
| | | (1) TL Mechanic |
| Dease Lake Bridge | | |
| (1) TL Bridgeworker | (1) Bridgeworker 2 | |
| (1) Bridgeworker 1 | | |
| Dease Lake Mechanical | | |
| (1) TS Mechanic | (1) Stockworker 4 | |
| (4) TJ Mechanic | | |
| Atlin | | |
| (1) RF2 | (1) MO7 | |
| (1) MO4 | (1) MO3 | |
| (1) TJ Mechanic | | |
| Jade City | | |
| (1) MO7 | (1) MO4 | |
| (1) MO3 | (1) MO1 | |
| Telegraph Creek | | |
| (1) RF2 | (1) MO7 | |
| (1) MO3 | | |
| Tatogga Lake | | |
| (1) RF2 | (1) MO7 | |
| (1) MO4 | (1) MO3 | |

APPENDIX 7

Auxiliary And Post 65 Health Spending Accounts (HSA) In A "Flex Plan"

The provisions of this Appendix are in conjunction with Clause 25.16 (Age 65 & Over Health and Welfare Benefits), 31.6 (Health and Welfare), Article 32 (Pension Plan).

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

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

The HSAs will be provided with the following provisions:

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

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

(3) *Plan Limitations:*

The Employer will deposit the Health and Welfare in-lieu allowance from the previous month, in accordance with the provisions of Clauses 25.16 and 31.6 of the collective agreement, into the employee's individual Health Spending Account each pay period (also referred to as HSA credits).

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

(5) HSA credits will be updated with the insurer at the end of each month, and will include all earned credits within the month up to the last completed pay date. Credits will be available to employees for eligible expenses the first of the following month.

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

(7) Employees must retain receipts for eligible medical and/or dental expenses and submit them for reimbursement to the plan carrier based on their level of HSA credits earned to date.

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

(9) Any unused HSA credits at the end of each calendar year will be rolled over into the next calendar year. Unused credits may be rolled over for one (1) year only.

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

(11) Auxiliary employees who become regular employees and thus entitled to Article 25 benefits, will have their HSA credits remain active for the balance of the calendar year and, for those credits eligible for such, for an additional year.

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

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

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

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

(c) *Prescription Medicines and Drugs:*

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

(d) *Vision:*

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

(e) *Dental:*

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

(f) *Professional Services:*

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

Acupuncturist, Audiologist, Chiropodist, Chiropractor, Dental Hygienist, Dental Technician or Technologist, Dentist, Denturist, Dental Mechanic, Denturologist, Dietician, Emergency Medical Technician, Hearing Aid Practitioner, Licensed or Registered Practical Nurse, Massage Therapist, Midwife, Naturopath, Occupational Therapist, Optician, Optometrist, Pharmacist, Physician, Physiotherapist or Physical Therapist, Podiatrist, Psychological Associate Psychologist, Registered Nurse, Social Worker, Speech Language Pathologist, Surgeon, Traditional Chinese, Medicine Practitioner.

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

<https://www.canada.ca/en/revenueagency/services/tax/individuals/topics/about-your-tax-return/taxreturn/completing-a-tax-return/deductions-credits-expenses/lines-330-331-eligible-medical-expenses-you-claim-on-your-tax-return/authorized-medical-practitioners-purposes-medical-expense-tax-credit.html>

(h) *Definitions:*

Dependant means: your spouse, legal or common-law. A common-law spouse is as defined by Provincial or Federal regulations.

Your unmarried children under age twenty-one (21), or under age twenty-five (25) if they are full-time students.

Children under age twenty-one (21) are not covered if they are working more than thirty (30) hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn twenty-one (21), or while they are students under twenty-five (25), and the disorder has been continuous since that time.

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

"*HSA*" means Health Spending Account.

"*CRA*" means Canada Revenue Agency.

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

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

(a) The employee will provide the Employer with the requisite information from their financial institution on the RRSP they want the money deposited into at the time of making their selection prior to December 15th of each year for the following year. It is understood that the RRSP deposits will be made to a maximum of two (2) RRSP plans. Employees selecting the BC Target Benefit Pension Plan must already be enrolled in that plan. If the employee selects the BC Target Benefit Pension Plan, no further information will be required as the Employer has the required information already. The Employer is not responsible for the RRSP or ensuring that the employee has the required room in their RRSP limits for such deposits. If there are delays in deposits due to the employee failing to provide the required RRSP information, the Employer will assign the credits to the employees HSA component of the Flex Plan. Employees will have a period of two (2) calendar weeks from the deadline of December 15th to provide the Employer with their RRSP information, failure to do so will result in the Employer assigning contributions to the HSA plan for that year.

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

(c) Deposits into RRSPs will be made without any income tax deductions, though deposits may be subject to deductions for CPP and EI. Administration costs associated with depositing the money into the RRSPs will be borne by the Employer. It is understood that this doesn't include any further internal administration costs that may be associated with the RRSP plan post deposit.

(d) At age seventy-one (71) when the RRSP is no longer an option, employees will have the alternate option of assigning the money to a tax free savings account. The legal rules governing tax free savings will apply.

(15) *Eligible Expenses:*

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

APPENDIX 8 Job Descriptions

TRADE APPRENTICE - MECHANIC

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

Typical Duties

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

Education and Specialized Knowledge

Both Secondary School graduation and completion of pre-apprenticeship training related in the trade in which indentured and employed. Valid BC driver's licence of the appropriate class required to carry out related trade functions, Class 3 with air preferred.

Experience

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

Specialized Abilities and Skills

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

TRADE APPRENTICE - BRIDGE WORKER

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

Typical Duties

Include the performance of related trade tasks under supervised practice and instruction, the operation of trucks equipped with air brakes, Hiab crane, and power winches, and attendance and completion of

vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the Company.

Education and Specialized Knowledge

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

Experience

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

Specialized Abilities and Skills

Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, hold a corresponding and valid BC driver's licence, through the assimilation of supervised vocational and on-the-job instruction and practice; ability to work harmoniously with other employees and to take specific direction and instructions from journeyman and/or other qualified employees they are assigned to work with good physical condition consistent with the practice of the trade.

BRIDGE WORKER 1

Typical Duties

Positions at this level are under the general direction of a TL or TS Bridgeworker and are required to perform routine labouring work in connection with the construction, reconstruction, and maintenance of all types of bridges, buildings. Include transporting materials, assisting bridge workers as required, performing other assigned duties. Includes the operation of equipment such as listed in classification specifications for Machine Operator 1, 2, 3, and 4.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good working knowledge of Trade practices in bridge maintenance and construction.

Experience

Entry level.

Specialized Abilities and Skills

Mechanical and operational aptitude: mentally alert; safety conscious; ability to follow direction promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors in varying weather conditions; operate all hand and power tools used in bridge construction and maintenance.

BRIDGE WORKER 2

Typical Duties

Positions at this level are under the general direction of a TL or TS Bridgeworker and are required to perform routine labouring work in connection with the construction, reconstruction, and maintenance of all types of bridges and buildings. Include transporting materials, assisting bridge workers as required, performing other assigned duties. Includes the operation of equipment such as listed in classification specifications for Machine Operator 3 and 4.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good working knowledge of Trade practices in bridge maintenance and construction.

Experience

Entry level.

Specialized Abilities and Skills

Mechanical and operational aptitude: mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence; ability to work outdoors in varying weather conditions; operate all hand and power tools used in bridge construction and maintenance.

TRADE JOURNEYMAN - BRIDGE WORKER

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

Typical Duties

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

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

Experience

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

Specialized Abilities and Skills

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

TRADE LEADHAND - BRIDGE WORKER

Carry out assigned journeyman functions related to their particular trade and under direction from the Trade Supervisor to perform temporary supervisory duties as required.

Typical Duties

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

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions; some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of their employees.

Specialized Abilities and Skills

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

TRADE SUPERVISOR - BRIDGE WORKER

Under Management supervision to supervise an established crew of four (4) or less predominantly trades personnel carrying out functions involving bridge maintenance, repair, and construction.

Typical Duties

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

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

Duties include related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

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

Experience

Completion of registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

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

LABOURER/FLAGPERSON

Typical Duties

Includes the operation of equipment listed below and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Entry level.

Specialized Abilities and Skills

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

- small gasoline powered equipment (packers, rollers, chainsaws, etc.)
- concrete mixers
- pickups, panels, vans, first aid transportation
- hand tools

MACHINE OPERATOR 3***Typical Duties***

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Labourer and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years experience in related work or as a Labourer.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence (Class 3 preferred however Class 5 accepted); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- single axle truck up to seven thousand two hundred and fifty-eight (7,258) GVW equipped with van body, tank body, dump box, flat deck, underbody, front mount plow, tailgate or body sander, crane with lift capacity of one thousand eight hundred and fourteen (1,814) kg or less, and refuse packer;
- self-propelled side cast sweeper
- fork lift
- self-propelled steel wheel or vibratory roller

MACHINE OPERATOR 4***Typical Duties***

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Machine Operator 3 and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years experience in related work or as an MO3.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence (minimum Class 3 with air brake endorsement); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- rubber tired backhoe ninety (90) hp or less
- distributor truck (single axle)
- loader with bucket size 2m³ or less
- tandem axle truck with GVW up to thirteen thousand six hundred and eight (13,608) kg equipped with van body, tank body, dump box, flat deck, underbody, front mount plow, tailgate or body sander, crane with lift capacity of greater than one thousand eight hundred and fourteen (1,814) kg
- and/or trailer of GVW six thousand three hundred and fifty (6,350) or less
- and/or screening plant including operation of "feed loader"

MACHINE OPERATOR 7***Typical Duties***

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Machine Operator 3 and 4, other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the *Motor Vehicle Act* and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years experience in related work or as an MO4.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC driver's licence (minimum Class 3 with air brake endorsement, Class 1 preferred); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- self-propelled grader
- Gradall, truck or crawler mounted
- hydraulic excavator
- and/or trailer of six thousand three hundred and fifty-one (6,351) kg GVW or more
- loader with bucket size greater than 2m³
- and/or mechanical chip spreader (self-propelled)
- and/or bituminous distributor (tandem axle)

SIGNPERSON***Typical Duties***

Under the general direction of a Road Leadhand or supervisor, positions at this level erect and maintain all signs and other painted control devices in use by district maintenance establishment. To direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other assigned duties including the operation of equipment such as listed in classification specifications for Machine Operator 3 and 4.

Education and Specialized Knowledge

A thorough knowledge of regulations, policy, and acts governing sign installation and maintenance.

Experience

Two (2) years experience in related work or as an MO3.

Specialized Skills and Abilities

Mechanical and operational aptitude; mentally alert, safety conscious; ability to follow directions promptly and efficiently; ability to work without supervision; hold a corresponding and valid BC driver's licence (minimum Class 3); ability to work outdoors under varying weather conditions; and operate all tools and equipment used in sign construction and maintenance.

ROAD FOREMAN 1

Under the general direction of the Roads Superintendent to supervise the activities of a small crew of four (4) or less in road maintenance or construction. These positions are required to carry out work and/or operate equipment in conjunction with supervisory duties.

Typical Duties

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

materials, supplies and/or replacements are maintained for assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained; provide field supervision and inspection of sub-contracted work.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the *Motor Vehicle Act* and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience

Five (5) years related experience at the MO4 level. Previous supervisory experience preferred.

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC driver's licence (minimum Class 3 with air brake endorsement).

ROAD FOREMAN 2

Under the general direction of the Roads Superintendent to supervise the activities of a small crew of five (5) or more in road maintenance or construction; or substituting for a Roads Superintendent with a crew of four (4) or less for a time period of sufficient duration such that long-term planning, scheduling, and personnel management duties must be assumed.

Typical Duties

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

management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained, provide field supervision and inspection of sub-contracted works.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the *Motor Vehicle Act* and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience

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

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with the direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC driver's licence (minimum Class 3 with air brake endorsement).

ROAD FOREMAN 3

Substituting for a Roads Superintendent with a crew of five (5) or more for a time period of sufficient duration such that long-term planning, scheduling, and personnel management duties must be assumed.

Typical Duties

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

management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

Provide field supervision and inspection of sub-contracted works.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the *Motor Vehicle Act* and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Education

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

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC driver's licence (minimum Class 3 with air brake endorsement).

TRADE JOURNEYMAN - MECHANIC

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

Typical Duties

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

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred; or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); ability to read and interpret related technical information.

Experience

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

Specialized Abilities and Skills

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

TRADE JOURNEYMAN - WELDER/MECHANIC

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

Typical Duties

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

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); ability to read and interpret related technical information and maintain an up to date knowledge of the trade; ability to read blueprints in the field of metal product fabrication.

Experience

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

Specialized Abilities and Skills

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

TRADE LEADHAND - MECHANIC

To carry out assigned journeyman functions related to their particular trade and related fields and under direction from the Trade Supervisor or Mechanical Superintendent to perform temporary supervisory duties as required.

Typical Duties

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

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of two (2) years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

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

TRADE SUPERVISOR - MECHANIC

Under the general direction of the Mechanical Superintendent to assist with the supervision of predominantly trades personnel involved in the maintenance and repair of all company equipment and outside repairs. Periodic substitution for the Mechanical Superintendent as required, as per Article 27.4(b) of this collective agreement.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure functions and resources according to work progress and/or priorities;

to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure work-related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crews.

When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified to carry out and/or participate in the initial planning, programming, and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job side inspections and ensure work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); some training in basic supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

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

Specialized Abilities and Skills

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

STOCKWORKER 1

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store area and maintain the

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

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the workplace. Must hold a valid BC driver's licence.

Experience

Entry level.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact, sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 2

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to deliver a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the workplace. Must hold a valid BC driver's licence.

Experience

A minimum of six (6) months stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 3

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the workplace. Must hold a valid BC driver's licence.

Experience

A minimum of three (3) years of stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 4

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the workplace. Must hold a valid BC driver's licence.

Experience

A minimum of four (4) years of stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

TRADE JOURNEYMAN - INDUSTRIAL WAREHOUSING

Under the limited supervision of the General Manager to maintain a stock and inventory of mechanical parts used in servicing, maintaining, and repairing Company equipment, and other materials used for road and bridge maintenance and construction.

Typical Duties

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

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

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

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements; maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

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

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

between

Emcon Services Inc.

(the Employer)

and

B.C. Government and Service Employees' Union

(the Union)

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 28, and

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

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

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

9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the Highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.
10. None of the employees of the Employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Services Areas 2, 3 and 4 shall be governed exclusively by the terms of the collective agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employers will join with the Union and the Ministry of Transportation in a consultative process to explore how successorship might be extended into the next round of Maintenance Agreements.

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

Signed and date by both parties on January 17, 2005.

This Modified Successorship Agreement expires July 31, 2027.

MEMORANDUM OF AGREEMENT #2
Work Clothing Allowance for Severely Isolated Areas

- (a) The Employer will provide a biweekly clothing allowance of thirty-three dollars (\$33) to employees calculated as follows:

The biweekly Clothing Allowance is based on full-time work schedule and will be prorated for those employees who work less than full-time.

(b) Regular employees shall receive an annual footwear allowance of two hundred ninety dollars and eighty-three cents (\$290.83) payable in the period in which April 1st occurs. Each auxiliary employee who has worked four hundred (400) hours in the previous calendar year shall receive an annual footwear allowance of one hundred forty-five dollars and forty-two cents (\$145.42) payable in the first period in which April 1st occurs.

Effective July 18, 2018 the footwear allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the footwear allowance will be increased by the Labour Component of the Annual Price Adjustment.

MEMORANDUM OF AGREEMENT #3 Training Proficiency for New Employees

Whereas the Union and the BC Road Builders and Heavy Construction Association have negotiated certain provisions in a Provincial Memorandum of Agreement dated February 27, 2012 related to training;

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

The parties agree as follows:

1. The Operations Manager or their designate will determine standards of competency and designate employees to assist it in doing so. The designated trainers will provide feedback to management regarding a new employee's ability to meet the standards of competency.
2. The Operations Manager or their designate is responsible, taking into account the feedback received from the designated trainers for determining whether a newly hired employee meets the standards of competency set by the Company.
3. The designated trainers may be or may not be another bargaining unit employee (if directed to do so by management).
4. If the Operation Manager designates another under points 1 or 2 of this memorandum the Employer will notify the Union in writing.

LETTER OF INTENT #1 Suspension of Driver's Licence

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

In this regard it is considered to be the responsibility of the employee to hold and maintain a valid driver's licence in order to be employed and continue to be employed in any position requiring a driver's licence.

Driver's Licence Suspensions

(a) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for one (1) year or less:

(1) The employee will retain their regular position on the workforce and may be engaged in non-operator duties in which they are qualified. They shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee shall upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved.

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

In cases of driver's licence suspensions on medical grounds, each case is to be examined on its own merits including referral to the Joint Labour/Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour/Management Committee must be taken into consideration.

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

(b) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for more than one (1) year, the employee shall be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

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

(d) For the purpose of (a) and (b) above, administrative suspensions levied by ICBC of up to three (3) months will not be used when calculating driver licence suspension.

LETTER OF INTENT #2
Alternate Stewards

The Employer and the Union recognize that matters and circumstances may, from time to time, make it appropriate for the Union to be represented by the steward and/or an alternate steward.

The Employer will not unreasonably deny the right of both stewards to act where the matter is of sufficient importance and where both stewards are readily available.

Availability and participation of the alternate steward shall not be a factor in the processing of grievances under Article 8 of this agreement.

MEMORANDUM OF UNDERSTANDING #1
Workday Lengths and Shift Patterns

1.1 Table of Recognized Workday Lengths and Shift Patterns

| Length of Scheduled Workday | Shift Pattern | Number Of Workdays | Number Of Days Of Rest | Surplus or Shortage | Statutory Holiday Provisions (Excluding Winter Shift) | No. of Stat Holidays Shut Down |
|-----------------------------|---------------|--------------------|------------------------|---------------------|---|--------------------------------|
| 7.5 hours | 5:2 | 248 | 105 | -7.5 hours | Shutdown | 12 |
| 8 hours | 5:2 | 248 | 105 | 0 | Shutdown | 12 |
| 8.5 hours | 5:2, 5:2, 4:3 | 233 | 120 | - 3 hours | Shutdown | 12 |
| 9 hours | 5:2, 4:3 | 220 | 133 | - 3 hours | Shutdown | 12 |
| 9.5 hours | 2:1 | 209 | 144 | + 3 hours | Shutdown | 12 |
| 10 hours | 4:3 | 198 | 155 | - 2 hours | Shutdown | 12 |

Note: Surplus or shortage hours must be built into the negotiated shift schedule.

The Table of Recognized Workday Length and Shift Patterns shall be changed to permit seven point five (7.5) and eight point five (8.5) hour shifts. (7.5 winter) (8.5 summer). The parties will meet locally to establish work schedules. Failure to reach agreement will be resolved pursuant to the applicable provisions of the collective agreement.

The Joint Labour/Management Committee may review and/or propose other schedules not listed here, provided that the schedule does not result in an increase or a decrease to the established annual hours of work. The proposed schedule must be approved by a majority of the people who would be moved into the proposed shift.

To meet the obligations of the maintenance contract, the Employer may require to have a scheduled shift during a statutory holiday. Should this occur, the Employer shall canvass employees to volunteer for the anticipated shift. The canvass shall occur a minimum of one (1) month prior to the Statutory holiday. Applicable overtime rates shall apply to the shift.

If there are more volunteers than required for the anticipated shift, it shall be offered in seniority order to the most senior employee first. Where there are insufficient volunteers required for the anticipated shift, it shall be assigned in ascending seniority order, starting with the least senior employee first.

The Employer may also elect to place employees on standby under the provisions of Article 14.5.

1.2 Bulking of Hours

During winter shift, and for the purposes of work programs (i.e., graveling, paving, ditching, etc.) regular employees shall be permitted to work straight-time schedules which result in longer straight-time hours than those listed in the above table in Clause 1.2 (bulking of hours). Such excess hours shall be recorded as ETO (Earned Time Off), and shall be scheduled and used in accordance with the following implementation guidelines:

- Bulking periods shall be:
 1. Winter: October 15th to April 15th
 2. Summer: April 15th to October 15th
- The cap for hours banked shall be forty (40) hours for each period.

- Length of bulking shall be limited to regularly scheduled shift hours plus extra hours up to a maximum of twelve (12) hours daily at straight-time rate.
- The assignment of bulking, up to forty (40) hours maximum per period, shall be by mutual agreement between the Supervisor and the employee - with due consideration of safety as stated in the *National Safety Code*.
- Mutual agreements reached for bulking to meet shift schedules in storms, or periodic programs, shall not be rescinded except by mutual agreement.
- Scheduling of banked times shall be at the discretion of the Supervisor; considering employee preference, with a minimum twelve (12) hours notice in winter and a minimum of 24 hours notice in summer.
- Banked ETO shall not exceed forty (40) hours at any one time, and bulking shall not exceed ten (10) consecutive workdays.
- Banked ETO hours may be used to offset unpaid special leave, or any unpaid sick leave pursuant to Appendix 1, Clause 1.2.

Concerns with respect to the implementation of the bulking of hours may be discussed at the Joint Labour/Management Committee level.

1.3 Earned Time Off (ETO)

Subject to mutual agreement, nothing in this agreement prohibits the implementation of a modified workday or work schedule that would allow employees to work longer than the daily hours established in the existing work schedule. The maximum length of any workday under this provision shall be twelve (12) hours and it shall not apply on a day of rest. Any hours worked under this provision shall be at straight-time rates and the earned time off shall be scheduled pursuant to Clause 14.10.

MEMORANDUM OF UNDERSTANDING #2 Camp Conditions - Bob Quinn & Jade City

Trailer Pads:

1. Trailer pads will be provided at a rent of one hundred and fifty dollars (\$150) per month, serviced with water and sewer.
2. If BC Hydro is available the Employer will not subsidize electricity. However, if power is generated on site, it will be supplied to the trailer pad for a fee of fifty dollars (\$50) per month. A fee of one hundred dollars (\$100) per month will be charged for trailers with electric heat.
3. A camp subsidy of two hundred dollars (\$200) biweekly will be paid to those employees supplying their own housing.

Bunk Houses:

1. Accommodation will be supplied free of charge to temporary or regular employees choosing to live in employer supplied bunk houses. Maximum occupancy rate will be determined by the number of bedrooms. (One [1] person per bedroom.) Singles accommodation only. Maximum of two (2) employees per trailer unless proper bunk houses are supplied.

2. A camp subsidy of one hundred and five dollars (\$105) biweekly will be paid to all employees staying in a bunk house.
3. Necessary living items such as dishes, cutlery (both relative to four [4] place settings), cooking utensils (including microwave and toaster), appliances, kitchen, bedroom (two [2] sets of linens per bedroom), bathroom, and living room furnishings will be supplied. This shall also include but not be limited to stove, fridge, freezer, washer, dryer, vacuum cleaner, curtains, colour TV.
4. Walk in tour of unit to note deficiencies, cleanliness, checklist of above referenced items to be completed upon arriving and departing accommodation.
5. The following camp etiquette shall be posted:
 - remove footwear and coveralls
 - clean-up after yourself
 - keep trailer neat and tidy
 - respect other occupants
 - contents of unit not to be removed without written authorization of superintendent

Television System:

A satellite television system will be supplied to feed into all employer owned trailers and bunk houses. If employees opt for No. 4 above, they will be disconnected.

Existing regular employees (Applies to Bob Quinn Camp only):

For those regular employees resident in Bob Quinn Camp on February 15, 1992, and who remain in camp, the conditions of Memorandum of Understanding #2A will continue to apply until such time as they agree to the new conditions.

The Employer may assist employees who wish to bring their own accommodation into camp if the employee gives up its benefits under Memorandum of Understanding #2A.

MEMORANDUM OF UNDERSTANDING #2A
Camp Conditions - Bob Quinn for Residents in Camp on February 15, 1992

This memorandum records the agreement between the parties pertaining to camp conditions for employees working and residing at Bob Quinn.

1. There will be no rent or utilities charges for trailers 1, 5, 6, 7, 9, 12.
2. All employees and winter temporaries will receive one hundred dollars (\$100) biweekly.
3. Trailers 1, 5, 6, 7 will have heated and wired joey sheds (10' x 12'), porches, and exit coverings installed.
4. All trailers will be supplied with fire extinguishers.
5. Trailers 1, 5, 6, 7 will be furnished with:
 - apartment size deep freezers
 - microwaves
 - colour TV and hook-up to suitable receiving system supplied by Employer

- necessary living items such as dishes, cutlery, cooking utensils, appliances, kitchen, bedroom, bathroom and living room furnishings, ie, fully furnished living accommodation
 - one good vacuum cleaner to be shared.
6. Trailer 7 will be furnished with a washer and dryer.
 7. The Employer agrees to have a cleaning person for the first aid room, offices, etc.
 8. The Employer agrees to ensure immediate repairs to trailers such as plumbing, wiring, appliances, and furnishings that may need to be repaired or replaced during the term of this agreement.
 9. The Employer agrees to examine the practicality of providing personal content insurance for all employees.
 10. The parties agree as follows regarding the occupancy of residential trailers at Bob Quinn Lake Camp:
 - (a) The standard occupancy level is two (2) persons in each trailer at any time;
 - (b) The Employer will have no responsibility for occupancy of more than two (2) persons under the following circumstances:
 - (1) where it results from the late departure or early arrival of another bargaining unit employee,
 - (2) where both of the incumbent occupants agree to the extra occupancy.
 - (c) Where emergency circumstances require extra occupancy, the Employer shall pay the trailer the sum of fifty dollars (\$50) per night of extra occupancy. Every effort will be made by the Employer to avoid extra occupancy. (No contractor will be placed in a trailer where such placement directly or indirectly results in extra occupancy unless present occupant[s] agree.).

MEMORANDUM OF UNDERSTANDING #3 Employee Equipment and Clothing

The Employer shall supply and maintain the following equipment and clothing to all employees within each classification series as specified below:

1. *Coveralls* - individual issue as follows:
 - (a) *Machine Operator Series* - maximum of two (2) pairs per year (cleaning and repair is employee responsibility);
 - (b) *Mechanical Series* - maximum of five (5) pairs per week;
 - (c) *Bridgeworker Series* - current practice to be maintained.
2. Individual issue welder's leather jackets and aprons where appropriate.
3. Shop issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment.
4. Summer and winter work gloves as appropriate.

5. Smocks and aprons, where the employee's clothes may be soiled due to the work situation (Stockperson, Mechanic Foreman).
6. Disposable gloves and coveralls, for dead animal removal.
7. (a) With the exception of prescription glasses and safety footwear, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:
 - (1) hard hats and liners where required
 - (2) safety gloves
 - (3) safety or welding goggles and helmets
 - (4) respirators
 - (5) protective hearing devices
- (b) Replacement of unserviceable items will be made upon surrender of items to be replaced, together with proof that replacement is not the result of negligence by the employee. When the employee ceases employment, protective clothing and equipment must be returned to the Employer. Protective clothing includes:
 - Hard hats
 - Safety vest
 - Coveralls
 - Gloves
 - Safety glasses
 - Flashlights
8. *Laundry and Repair* - Where the Employer supplies the items listed in paragraphs 1-5 above (with the exception of 1(A)), the Employer will bear the cost of laundering and repair and will ensure adequate levels of stock are on hand.
9. The Employer agrees to pay mechanics a tool allowance of three hundred and forty-nine dollars (\$349) per calendar year for the pre-approved receipted purchase of tools. This amount shall be prorated for partial years.

Effective July 18, 2018 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective July 18, 2019 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.
10. One (1) pair of insulated coveralls size small and one (1) pair of size large will be made available at each seniority block per year.

MEMORANDUM OF UNDERSTANDING #4
Employee and Family Referral Program

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

- (a) Total cost will not exceed two thousand dollars (\$2,000) per year.
- (b) Personal referral services will be provided for employees and their families.
- (c) The Program will be confidential and bills will be sent by Emcon Services Inc.

MEMORANDUM OF UNDERSTANDING #5 **Seniority Blocks**

This memorandum defines the seniority blocks for Service Area 28 and the geographic boundaries of each Seniority Block. Each of the following locations will be considered a separate seniority block:

BOB QUINN - includes locations surrounding Bob Quinn with the southern boundary ending at Deltac and the northern boundary ending at Eastman Creek.

TATTOGA - includes locations surrounding Tattoga with the southern boundary ending at Eastman Creek and the northern boundary ending at the south abutment on the Stikine River Bridge.

DEASE LAKE - includes locations surrounding Dease Lake with the southern boundary ending at the south abutment on the Stikine River Bridge, the northern boundary ending at the Dease River Bridge and the western boundary ending at the burnt trailer on the Telegraph Creek Road.

JADE CITY - includes locations surrounding Jade City and roads within provincial jurisdiction in the Lower Post areas with the southern boundary ending at the Dease River Bridge and the northern boundary ending at the Yukon border.

ATLIN - includes all roads within provincial jurisdiction in the Atlin area.

TELEGRAPH CREEK - includes locations surrounding Telegraph Creek with the eastern boundary ending at the burnt trailer on the Telegraph Creek Road.

**For winter shift purposes, the geographic boundary where the Bob Quinn and Tattoga Machine Operator work groups meet will be the Burrage hill.*

Foreman area boundaries, as established prior to this agreement and referenced above, shall generally determine the geographic jurisdiction of MO work groups. However, the parties recognize that situations of an operational or emergency nature may arise where work jurisdictions may necessarily cross over.

Where necessary, the Employer may assign regular employees between Foreman boundaries or seniority blocks, provided that no layoff of regular employees occurs as a result.

It shall not be the policy or practice of the Employer to regularly assign auxiliary employees to work in another seniority block; however, where situations of an operational or emergency nature result in cross over to another seniority block, such crossover shall not be a violation of this agreement provided that it does not result in layoff of any auxiliary currently working in the area crossed into.

The parties agree that work originating in a seniority block shall be offered, in seniority order, to all available auxiliary employees who are qualified to perform the work prior to any offer to auxiliaries from another seniority block.

MEMORANDUM OF UNDERSTANDING #6
Fuel Allowance

A heating fuel allowance of up to one thousand and fourteen dollars (\$1,014) will be made available each year to all existing regular employees who were employed by Peace Country Maintenance (North) Ltd. on February 15, 1992.

This amount will be paid out on the production of paid receipts which support the payment of cash to a third party for the supply of fuel. In the case of self-supplied fuel, specifically firewood, the amount payable will be five hundred dollars (\$500) per calendar year. Regular employees resident in bunk houses will not be eligible for this allowance.

MEMORANDUM OF UNDERSTANDING #7

Pursuant to Article 18.3 - "*Vacation Scheduling*", the Employer agrees that in the final year of the Maintenance Agreement or in any year where the maintenance contractor changes, all eligible employees shall be entitled to schedule their entire vacation entitlement in accordance with the provisions of the agreement.

MEMORANDUM OF UNDERSTANDING #8
Voluntary & Graduated Departure Programs

Voluntary Departure Program

The Employer agrees to establish a voluntary departure program that would provide a maximum payment of thirteen (13) weeks salary to any employee not scheduled for mandatory retirement by July 2003. In order to maintain crew integrity, selection of potential candidates will be at the Employer's discretion.

Graduated Departure Program

Subject to mutual agreement, a regular employee shall be approved for a graduated departure program for a period of not more than two (2) years. The graduated departure program shall allow a regular employee to take a leave of absence without pay for a period of up to three (3) months per year. During the period of leave the Employer agrees to provide continued coverage for benefits as outlined in Clauses 25.3, 25.4 and 25.5. Any change to an agreed to graduated departure program under this clause would be subject to the mutual agreement of the parties. It is further understood that at the end of the graduated departure program the employee will be considered to have resigned.

MEMORANDUM OF UNDERSTANDING #9
Successorship Continuation

The Employers will join the Union and the MOTI in a consultative process to explore how successorship might be extended into the next round of maintenance agreements. The parties will begin discussions no later than February 1, 2016, and will report out no later than twenty-four (24) months prior to expiry of the maintenance agreements.

MEMORANDUM OF UNDERSTANDING #10
Training

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

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

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

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

MEMORANDUM OF UNDERSTANDING #11

COLLECTIVE BARGAINING PROTOCOL AGREEMENT

between

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

("BCGEU")

and

B.C. ROAD BUILDERS AND HEAVY CONSTRUCTION ASSOCIATION

("BCRB")

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

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

1. The parties will attempt to negotiate a draft of a Provincial Memorandum of Agreement (PMOA). The draft PMOA will be presented jointly to MoTI officials including Mr. Kevin Richter, MoTI Assistant Deputy Minister (ADM), as a draft proposal that would include successorship in the future. Following this presentation to MoTI, the Parties will attempt to negotiate a final PMOA that will include any direction provided by MoTI. The final PMOA will then be signed off by representatives of the BCRB and the BCGEU.
2. The final signed off PMOA will then be provided to the MoTI and will include that its implementation is subject to successorship being included in the next round of RFPs in the sector. It is expected that MoTI will, in due course, provide written confirmation that successorship will be included in the next round of RFPs in the sector with the provisions of the PMOA included in the respective collective agreements.
3. With written confirmation of successorship being included in the next round of RFPs, the BCGEU and the individual highway maintenance sector employers will negotiate and ratify collective agreements in each service area. Each collective agreement must be ratified by the BCGEU membership

it applies to a minimum of sixty (60) days prior to the expected release date of the RFP for that respective area and will not have force or effect until the expiry of the existing collective agreement. Successorship will only be included in the RFPs that have a ratified collective agreement that includes, as a minimum, changes that incorporate the PMOA, unchanged and with full effect.

4. The PMOA will include a provision that all matters in the PMOA will be included in each collective agreement with the BCGEU in the highway maintenance sector (except for Service Area 11).

5. The draft PMOA and any signed off final PMOA will have no force or effect and will not be referred to in any other matter if the MoTI does not grant successorship and/or the MoTI does not agree with the ratification process provided for in this document. In addition, all discussions and proposals made in negotiating the draft PMOA and the final PMOA are made without prejudice or precedent until the PMOA has been finalized and successorship has been granted.

6. The BCGEU Provincial Bargaining Committee, for the PMOA, will have the full authority to sign the PMOA on behalf of all BCGEU collective agreements in the highway maintenance sector, except for Service Area 11. As noted above, the PMOA shall be a part of, and incorporated in, each individually negotiated renewed collective agreement.

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

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

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

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

Frank N. Anderson, Regional Coordinator

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

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

Kevin L. Higgins, Chair, Maintenance Sector Renewal Committee

MEMORANDUM OF UNDERSTANDING #12 Special Employment Equity Program (SEEP)

The BC Road Builders (BCRB) and the BC Government and Service Employees' Union (BCGEU) have agreed to jointly develop a Special Employment Equity Program (SEEP) that will provide substantive employment opportunities for indigenous people. The SEEP will include development and joint presentation by the parties on a provincial level to the Human Rights Tribunal for approval. The Joint Provincial SEEP Committee will have a maximum of three (3) representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee. The SEEP will include:

1. A determination of the minimum target percentage of indigenous people for each highway maintenance service area.

2. An agreed-to targeting of indigenous workers for new hires as auxiliary employees up to the target number of indigenous people as agreed to in the above SEEP. Accordingly, "vacant" auxiliary opportunities will be first offer to any indigenous person that applies and is qualified, until the targets are reached.

The Joint Labour Management Committee, pursuant to Clause XXX, will monitor the demographics of the workforce against established targets and make recommendations to adjust targets to the Provincial SEEP Committee.

The Joint Labour Management Committee's responsibilities will include the following:

1. A review of potential barriers to employment opportunities in the sector for indigenous people that may include recommendations made to the employer. Such review will include, but not limited to:
 - the method in which vacancies and employment opportunities are advertised;
 - training opportunities and "seat time" for indigenous people;
 - adequate and appropriate cooperation with the aboriginal communities; and agencies to facilitate employment opportunities
2. If a target is not met within three (3) years of the new maintenance agreement for the service area, the parties will meet to discuss the necessary measures to be taken to achieve such targets, including but not limited to:
 - adjusting the target(s) due to changing circumstances (including lack of applicants where adequate opportunities have been provided);
 - explore all opportunities for outside sources of funding to remove any barriers to fulfilling the stated target(s);
 - discuss potential changes to collective agreement language to provide better opportunities.

For the purposes of the above, the following definition will apply:

The term "*Indigenous people*" includes, but is not limited to, the Constitution of Canada definition of Aboriginal Peoples. "*Indigenous people*" in this context includes both status and non-status first nations people.

MEMORANDUM OF UNDERSTANDING #13 **Tripartite Committee**

The parties (BCGEU, BCRB Maintenance Sector, MoTI) share a mutual goal to ensure that BC's highways and bridge infrastructure are maintained in an effective way and to standards that are set by the province to ensure the safety of the traveling public and the workers who are on the roads.

To achieve that end, the parties to this memorandum, agree to recommend to the MoTI the creation of a Tripartite Committee whose goals are to strengthen the relationship between the parties. The Tripartite Committee will function in an effective, meaningful, inclusive and respectful manner. The committee will meet annually and after collective bargaining.

Possible agenda items for the Committee to deal with include:

- road safety;
- communication strategies;

- technology applications in the industry;
- training and apprenticeship opportunities;
- equity employment initiatives programs and effectiveness;
- relationships of stake holders;
- specification review and recommendations.

The composition for the Committee will be a maximum of three (3) representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee.

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

MEMORANDUM OF UNDERSTANDING #14 Contract Re-Opener

The parties agree the contract will be re-opened on August 1, 2023 (the anniversary of the fourth year of the eight [8] year collective agreement) to negotiate on the following articles:

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

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

The parties shall have sixty (60) calendar days commencing August 1, 2023 to reach agreement. If an agreement is not reached within sixty (60) days of the re-opener taking effect, either party may advise the other of its desire to mediate any or all of the unresolved issues. The mediator appointed for this will be the first available mediator from the following:

- Corinn Bell;
- Mark Brown;
- Vince Ready;

or any other mutually agreed to BC Labour Arbitrator should all of the above be unavailable.

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

1. If mediation fails to bring about a resolution to the re-opening negotiations described above, all terms and conditions of the collective agreement will remain in full force and effect for the duration of the collective agreement term (eight [8] years); and
2. Subsection (2) and (3) of Section 50 of the BC *Labour Code* are hereby excluded.

MEMORANDUM OF UNDERSTANDING #15 Term of Next Collective Agreement

If a five (5) year extension of a highway maintenance contract is offered and achieved by the Employer, then the term of the next (second) collective agreement will be seven (7) years in length (the duration of

the ten [10] year term of the highway maintenance contract with the Province of BC plus a five [5] year extension.) If an extension of a maintenance agreement is not offered or achieved by the Employer or the extension isn't for five (5) years, then the term for the next collective agreement will be as negotiated by the parties. However, if it is unknown as to whether there will be an extension or not at the time, all provisions (changes) negotiated for that next collective agreement will be considered in full force and effect until the expiration of the ten (10) year maintenance agreement and will expire at that time.

**LAKES DISTRICT MAINTENANCE
SERVICE AREA 28**

Regular Complement Employees Protected From Layoff

| EMPLOYEE | SENIORITY DATE |
|------------------|-----------------------|
| Louie, Andrew P. | 2 - Apr - 79 |
| Rowe, Dale | 6 - Mar - 89 |
| Anderson, Odell | 23 - Apr - 90 |
| Watson, Marty | 22 - May - 90 |
| Delange, Victor | 1 - Nov - 95 |
| Nole, Doyle | 19 - Jul - 96 |